WAGANAKISING ODAWA

TRIBAL CODE of LAW

Released June 29, 2020, Version 7.1

LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS
WAGANAKISING ODAWAK TRIBAL CODE of LAW

INTRODUCTION

The first section of the Code is the Tribal Constitution that was adopted on February 1, 2005.

This Code contains all laws enacted by the Little Traverse Bay Bands of Odawa Indians that were current and in effect through December 31, 2012. To ensure that all legislative information is up to date, users should check the Odawa Register at *www.ltbbodawa-nsn.gov* to obtain any Tribal Statutes or Resolutions that are enacted after December 31, 2012. Beginning January 1, 2012 this Code will be typically updated on a semi-monthly basis.

Included in the Code of Law are Resolutions. Resolutions carry the force of law and are categorized by "pre- "and "post-" Constitution. Absence within the pre-Constitution section is years 2002-2005, and years 2005 through June of 2008 from the post-Constitution section. Please see the Tribal web-site for these additional Resolutions.

Under Title XVI. "RESCISSION AND REPEALED RESOLTUIONS" is a section of the Code that categorizes all of the Resolutions that "rescind and repeal" prior Resolutions. This section is divided by "pre" and "post" Constitution.

TERMINOLOGY AND ABBREVIATIONS: The Tribal Council chronologically identifies the statutes it passes as "Waganakising Odawak Statute *year+number."* For instance, the first statute enacted in 1999 was "Waganakising Odawak Statute 1999-001," the tenth statute enacted in 2005 was "Waganakising Odawak Statute 2005-010," etc. In this Code "Waganakising Odawak Statute" is abbreviated to WOS. The statutory source of each section of this Code is identified in parentheses immediately following each section showing the statute number and date of passage by Tribal Council. This Waganakising Odawak Tribal Code is abbreviated to WOTCL. Resolutions are sourced by the date and order of adoption

by Tribal Council, i.e. the first Resolution passed on September 9, 2010 would be 09092010-001.

NUMBERING: The enacted statutes are organized in this WOTCL by subject matter in a series of Titles and Chapters. The numbering of the Constitution, which appears as Title I, is left in its original format. All subsequent WOTCL sections are numbered by title, chapter and section. For instance, 6.501 is Title VI, chapter 5, section 1. Statutes are compiled within Title 2-15 and Resolutions can be found in Title 16-18.

In mid-2016 the section numbering for resolutions was re-structured to assure that each codified resolution has a new unique number assigned to it. Due to the substantial amount of resolutions being codified it was identified that the current numbering system became cumbersome and outdated. The new unique number for each codified Resolution contains the section, the month/year adopted and a consecutive alpha identifier that relates to the number of Resolutions adopted during that month and year within the respective Title, i.e. for a Funding Resolution adopted in March 2017 the Resolution would be codified in Title 18, Chapter 1 and the unique identifying number would look like this: 18.200(3.17)(a). If another Funding Resolution was adopted in the same month the identifying number would be 18.200(3.17)(b). Additionally for further clarification, if there was a Budgetary Matter Resolution adopted the same month and it was the 256th Budgetary Resolution codified it would be located in Title 18, Chapter 2 and the identifying number would look like this: 18.256(3.17)(a). Even though it was adopted the same month the Budgetary Resolution does not carry the next consecutive alpha identifier "(c)" because it is located in a different chapter.

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TITLE I. CONSTITUTION

[*The Constitution, adopted by the Tribal membership on February 1, 2005 and deemed approved by operation of Federal law on March 18, 2005, is reprinted below without any changes to the original numbering format. The remainder of this Code is numbered by title and chapter with a citation to the Waganakising Odawak Statute source below each code section. The previous Tribal Court Statute, WOS 1995020, as amended, was effectively repealed and replaced by Article IX of the Constitution.*]

PREAMBLE

IN THE WAYS OF OUR ANCESTORS, to perpetuate our way of life for future generations, we the Little Traverse Bay Bands of Odawa Indians, called in our own language the WAGANAKISING ODAWAK, a sovereign, self-governing people who follow the Anishinaabe Traditions, Heritage, and Cultural Values, set forth within this Constitution the foundation of our governance. This Constitution is solemnly pledged to respect the individuality of all our members and their spiritual beliefs and practices, while recognizing the importance of preserving a strong, unified Tribal identity in accordance with our Anishinaabe Heritage. We will work together in a constructive, cooperative spirit to preserve and protect our lands, resources and Treaty Rights, and the right to an education and a decent standard of living for all our people. In keeping faith with our Ancestors, we shall preserve our Heritage while adapting to the present world around us.

We have created this document as an act of inherent self-governance pursuant to the government-to-government relationship that was reaffirmed by the United States Congress on September 21, 1994 in Public Law 103-324 "Little Traverse Bay Bands of Odawa Indians and the Little River Band of Ottawa Indians Act." The nine (9) Bands of Odawak who historically lived within and near Waganakising are hereby included within the term "Little Traverse Bay Bands of Odawa Indians." The nine Bands are: 1) North Shore (Naubinway west to Escanaba); 2) the Beaver Islands; 3) Cross Village; 4) Burt Lake; 5) Good Hart (Middle Village); 6) Harbor Springs; 7) Petoskey; 8) Bay Shore; and 9) Charlevoix. The Bands are a single governmental body under this one Constitution. This Constitution shall supersede all previous constitutions and bylaws of the Little Traverse Bay Bands of Odawa Indians.

ARTICLE I. RESERVED RIGHTS OF TRIBAL MEMBERSHIP

A. Purpose

This Article enumerates certain rights as reserved by the Tribal membership. All governing authority rests with the Tribal membership. Through this Constitution, the Tribal membership delegates specific powers and functions to the branches of government, which can only be added to or removed by amendments to this Constitution. All powers and functions not so delegated remain with the Tribal membership. To assure that the power of our government rests with the membership of the Little Traverse Bay Bands of Odawa Indians, the membership reserves the right to hold at a minimum an annual meeting and such other meetings as the membership deems necessary, as provided for in this Article.

B. Directive Principles

In consideration of the next seven generations, each generation of the Tribal Membership to assert tribal sovereignty directs the Legislative, Executive and Judicial branches of government to:

1. Promote the preservation and revitalization of Anishinaabemowin and Anishinaabe culture;

2. Promote with special care the health, educational and economic interests of all the people, especially our children and elders, and shall protect them from social injustice and all forms of exploitation;

3. Regard the raising of the level of nutrition and the standard of living of our people, and the improvement of public health as among their primary duties;

4. Establish and maintain within the limits of their economic capacity and development, effective provision for securing the right to work, to education and assistance in cases of unemployment, old age, sickness and disablement, and in other cases of need; and

5. Assure and promote that children are given opportunities and facilities to develop in a healthy manner and in conditions of freedom and dignity, and that youth and elders are protected against exploitation.

C. Annual Meeting

The Tribal Membership, through this document, directs the Executive Branch of the Little Traverse Bay Bands of Odawa Indians to be responsible to call an annual meeting of the Tribal Membership each spring. This meeting is to be held within the boundaries of our reservation as defined in by the Ottawa-Chippewa Treaty of Detroit of 1855, 11 Stat. 621, in Article I, paragraphs third and fourth of the Treaty. Notice shall be provided to all adult tribal members by first class mail or an equivalent method at least thirty (30) days prior to the annual meeting.

D. Quorum

Twenty percent (20%) of all registered voters shall constitute a quorum, as certified by the Election Board. A quorum shall be necessary to transact official business except as noted in sections E(1) and E(2) of this Article. A quorum is not necessary for general information and discussion.

E. Conduct of Tribal Membership Meetings

All Tribal Membership meetings shall be open to all Tribal members so long as they maintain acceptable social order and do not interfere with the conducting of the meeting. The Election Board shall be responsible for developing acceptable rules of conduct at the first Tribal Membership meeting. Subsequent meetings will be conducted in accordance with rules of conduct adopted by the Tribal Membership at a membership meeting.

1. The Tribal member who will preside over the first meeting shall be elected at the meeting from nominees from the Tribal Membership in accordance with the rules of conduct and procedure developed by the Election Board. A quorum will not be necessary to conduct this election.

2. Thereafter, the Tribal Membership shall elect a Tribal member to preside over the next annual or special meeting of the Tribal Membership prior to adjournment of the Tribal Membership meeting. A quorum will not be necessary to conduct this election. Provided, that if the person elected is not available or present at the following meeting, then a member shall be elected to preside over the meeting under the same procedures as for the first meeting.

F. Special Meetings of the Tribal Membership

Special Meetings of the Tribal Membership shall be called by the Executive Branch upon receipt from the Election Board of a certified petition signed by no less than twenty percent (20%) of the registered voters, or upon written request of a majority of the Tribal Council. Notice shall be provided to all adult Tribal members by first class mail or equivalent method sent to their last known address at least two (2) weeks prior to all Special Meetings of the Tribal Membership.

G. Right to Legal Representation

The Tribal Membership, by majority vote at a meeting at which a quorum is present, may employ an attorney to represent the interests of the Tribal Membership as a whole when an issue exists as to whether Tribal government has functioned in conformity with Tribal law. If the Tribal Membership's attorney substantially prevails on the merits of the claims filed against Tribal government, or if settlement occurs which accomplishes the same, the Tribal Council shall appropriate funds to pay attorney's fees and costs, as may be determined and ordered by the Tribal Judiciary.

H. Duties and Functions Reserved by the Tribal Membership

The Tribal Membership reserves the following specific duties and functions:

1. Receive and review the Annual Report from the Tribal Council Treasurer under Article VII(C)(3)(a) of this Constitution;

2. Approve sales of Tribal lands under Article VII (D)(13) of this Constitution;

3. Make recommendations to the Tribal Council for future Tribal enterprises, services and policies;

4. Initiate a recall of a Tribal Council member, the Chairperson or Vice-Chairperson under Article XIII (A); and

5. Petition for a special election for constitutional amendments under Article XVII.

ARTICLE II. INDIVIDUAL RIGHTS

The Little Traverse Bay Bands of Odawa Indians, in exercising powers of self-governance, shall NOT:

1. Make or enforce any law prohibiting the free exercise of religion, or abridging the freedom of speech, or of the press, or the right of the people peaceably to assemble and to petition for redress of grievances;

2. Violate the right of the people to be secure in their persons, houses, papers, and effects against unreasonable search and seizures, or issue warrants, unless based upon probable cause, and supported by oath or affirmation, and particularly describing the place to be searched and the person or thing to be seized;

3. Subject any person for the same offense to be twice put in jeopardy;

4. Compel any person in any criminal case to be a witness against him/herself;

5. Take any private property for a public use without just compensation;

6. Deny to any person in a criminal proceeding the right to a speedy and public trial, to be informed of the nature and cause of the accusation, to be confronted with the witnesses against her/him, to have compulsory process for obtaining witnesses in his/her favor, and at his/her own expense to have the assistance of counsel for his/her defense and to have these rights explained at the time of arrest;

7. Require excessive bail, impose excessive fines, or inflict cruel and unusual punishments;

8. Deny to any person within its jurisdiction the equal protection of its laws or deprive any person of liberty or property without due process of law;

9. Pass any bill of attainder or ex post facto law; or

10. Deny to any person accused of an offense punishable by imprisonment the right, upon request, to a trial by jury of not less than six (6) persons.

ARTICLE III. DEFINITIONS

For purposes of this Constitution, the following definitions apply:

A. **Adult**An "adult" is a person eighteen (18) years of age or older.

B. **Anishinaabemowin.** The traditional language of the Little Traverse Bay Bands of Odawa Indians.

C. **Federal.** The United States Federal government.

D. **Felony.** The term "felony" shall be defined by Tribal Council statute and shall not include any reasonable actions taken pursuant to or in furtherance of Tribal sovereignty or Treaty Rights.

E. **Immediate Family.** "Immediate family" means: wife, husband, son, daughter, mother, father, brother, sister, step-mother, step-father, step-brother, step-sister, father-in-law, mother-in-law, child and step-child, grandmother, grandfather, brother-in-law and sister-in-law.

F. **Minor.** A "minor" is a person under eighteen (18) years of age.

G. **Odawa (singular, "Ottawa" in English), Odawak (plural).** For purposes of this

Constitution "Odawak" refers to all Indian people that are listed on the Durant Roll within the nine (9) bands listed in the Preamble of this Constitution and their descendants.

H. Reservation. Unless otherwise specified in this Constitution "Reservation" means all lands within the boundaries of the reservations for the Little Traverse Bay Bands of Odawa Indians as set out in Article I, paragraphs third and fourth of the Treaty of 1855, 11 Stat. 621, plus any lands set out in Articles Second and Third of the Treaty of March 28, 1836, 7 Stat. 491, in the event that the 1836 reservation is determined to include lands which are not included within the 1855 reservation, plus any lands outside of those boundaries which are now or in the future declared to be Little Traverse Bay Bands of Odawa Indians reservation by the U.S. Department of the Interior.

ARTICLE IV. TERRITORY, JURISDICTION, LANGUAGE, & SERVICE AREA

A. Territory

The territory of the Little Traverse Bay Bands of Odawa Indians shall encompass all lands and waters within the Reservation as defined in Article III (H) and any other lands which are now and hereafter owned or acquired by the Little Traverse Bay Bands of Odawa Indians or held in trust for the Tribe by the United States.

B. Jurisdiction

The jurisdiction of the Little Traverse Bay Bands of Odawa Indians shall extend to all territory set forth in Section (A) of this Article and to any and all persons or activities therein based upon the inherent sovereign authority of the Little Traverse Bay Bands of Odawa Indians and Federal law. The jurisdiction includes but is not limited to air, water, surface, subsurface, natural and cultural resources, and any interests therein. Jurisdiction over members of the Little Traverse Bay Bands of Odawa Indians shall extend beyond the territory set out in Section (A) whenever they are acting pursuant to, or jurisdiction is created or affirmed by, either:

1. Rights reserved or created by treaty,

2. Little Traverse Bay Bands of Odawa Indians statute, ordinance, resolution, or other authorization,

3. Federal statute, regulation or other authorization pertaining to the Tribe or its members, or

4. Any compact, contract or other agreement entered into pursuant to applicable law pertaining to the Little Traverse Bay Bands of Odawa Indians or its members.

C. Language

No law shall be passed that precludes the use of Anishinaabemowin in the conduct of the Little Traverse Bay Bands of Odawa Indians' official business, or in the daily affairs of the Tribe and its members.

D. Service Area

For purposes of the delivery of Federal services to the enrolled members of the Little Traverse Bay Bands of Odawa Indians, the area of the State of Michigan within 70 miles of the boundaries of the reservations for the Little Traverse Bay Bands of Odawa Indians as set out in Article I, paragraphs "third" and "fourth" of the Treaty of 1855, 11 Stat. 621, shall be deemed to be within or near the Reservation. Services may be provided to members outside the named service area unless prohibited by Federal law or program regulations.

ARTICLE V. MEMBERSHIP

A. Requirements

1. Definitions:

a. For purposes of this section "Reservation" means the areas referenced in Public Law 103-324, 25 U.S.C. §1300k-2(b)(2)(A) as "the boundaries of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat. 621."

b. "Durant Roll" means the Durant Roll of 1908 as approved by the Secretary

of the Interior on February 18, 1910, and as clarified by Durant's corresponding field notes.

2. March 31, 2003 Roll. All persons whose names appear on the Roll prepared by the Little Traverse Bay Bands of Odawa Indians and submitted to the Department of the Interior, Bureau of Indian Affairs, notice of receipt of which was published in the Federal Register on March 31, 2003, are members of the Little Traverse Bay Bands of Odawa Indians.

3. Eligibility. The following persons shall be eligible for membership in the Little Traverse Bay Bands of Odawa Indians:

a. All persons who are one fourth (1/4) or more North American Indian blood quantum, and can prove direct lineal descent from a person or persons identified in one or more of the sub-sections below:

i. All persons listed on the Durant Roll under the following Ogemuk (leaders or "chiefs") or areas of residency:

Nawwemaishcotay – Cross Village
Shawwawdayse – Charlevoix
Shawwawnegwnaybe – Bay Shore
Louis Micksawbay – Charlevoix
Awmegwawbay – Petoskey
Nawogemaw – Good Hart / Middle Village
Simon Kewaydezhick – Harbor Springs
Joseph Waybwaydum – Burt Lake
Daniel Nesawwawquot – Harbor Springs
Payzhickwaywedung – Beaver Island
Nawoquaygawbowe – Manistique
Kawgegaypenayse – North Shore

ii. All persons whose name appears on the Durant Roll who resided within the Reservation at the time the Durant Roll was compiled;

iii. All persons listed on any of the Annuity payrolls of Ottawa & Chippewa Indians of Michigan from 1836 to 1871 and referenced in the 1850 through the 1920 Federal Population Enumeration (Census Records) who resided within our Reservation boundaries at the time the payrolls were written.

b. All descendants of persons enrolled under subsection 2 or 3(a) who are at least one fourth (1/4) North American Indian blood quantum.

B. Adoption

1. Membership by Adoption into the Tribe.

a. Any person who can verify at least one fourth (1/4) North American Indian blood quantum may be adopted into the Little Traverse Bay Bands of Odawa Indians by a majority vote of the full Tribal Council, if that person can also demonstrate, by other means, substantial community ties to the Tribe, as defined by Tribal statute.

b. Adult persons who become members of the Little Traverse Bay Bands of Odawa Indians through the adoption procedure developed by the Tribal Council to implement this section shall thereupon enjoy and be entitled to the rights and privileges associated with membership in the Tribe except the elected positions of Tribal government.

2. Membership Rights of Children Who Have Been Adopted By Members of The Little Traverse Bay Bands of Odawa Indians. Indian minor children who are at least one fourth (1/4) North American Indian who have been legally adopted by members of the Little Traverse Bay Bands of Odawa Indians, in a Tribal Court or any other court of competent jurisdiction, are also eligible to be adopted by the Tribe. They shall thereupon enjoy and be entitled to the rights and privileges associated with membership in the Little Traverse Bay Bands of Odawa Indians except the elected positions of Tribal government.

3. Membership Rights of Indian Children Who Have Been Legally Adopted BY Non-Member Indian or Non-Indian Families. Any Indian child eligible for membership pursuant to Section A(3) of this Article who is legally adopted in a Tribal Court or any other court of competent jurisdiction by a non-member Indian or non-Indian family shall be eligible for membership in the Little Traverse Bay Bands of Odawa Indians, notwithstanding such adoption.

C. Dual Membership Prohibition.

No person shall be a member of the Little Traverse Bay Bands of Odawa Indians if that person is enrolled in another federally recognized tribe. Any person enrolled in another federally recognized tribe shall be subject to disenrollment from the Little Traverse Bay Bands of Odawa Indians.

D. Relinquishment of Membership

1. Enrollment in any other federally recognized Tribe shall be deemed voluntary relinquishment of membership from the Little Traverse Bay Bands of Odawa Indians and such individual shall be subject to disenrollment.

2. Individual members may relinquish their Little Traverse Bay Bands of Odawa Indians membership, which shall be done in writing and presented to the Tribal Council according to procedures developed by the Tribal Council.

3. A Tribal Judicial review shall be required should a parent or legal guardian submit a voluntary relinquishment of Little Traverse Bay Bands of Odawa Indians membership for a minor or for a person deemed incompetent by the Tribal Court. Such relinquishment shall only become effective upon approval of the Tribal Court based on a finding that the relinquishment is in the best interests of the child or the person deemed incompetent.

E. Minor Re-Enrollment

Any minor whose membership has been relinquished by a parent(s) or legal guardian, shall be eligible for re-enrollment at any time after reaching the age of eighteen (18). A minor may be re-enrolled before reaching the age of eighteen (18) upon recommendation of the Tribal Court and approval of the Tribal Council.

F. Re-Enrollment

Once removed from the Tribal membership roll, an adult individual shall not be eligible for re-enrollment for a period of five (5) years.

G. Membership Roll

1. The Executive Branch shall maintain the official Tribal roll of all Tribal members.

2. Membership shall be final upon affirmative vote of a majority of the full Tribal Council, provided that the Tribal Council must accept or reject new membership applications within sixty (60) days of receipt of recommendations from appropriate staff and committees.

3. The Executive Branch shall prepare and submit an annual report to the Tribal Council on the past year's changes to the membership roll.

H. Disenrollment

1. No person on the March 31, 2003 roll may be involuntarily disenrolled unless they are shown to have knowingly presented falsified documents or become a member of another Federally recognized Tribe.

2. Other members may not be disenrolled unless the Tribal Council determines by an affirmative vote of at least seven (7) of the nine (9) members of the Tribal Council that such persons do not meet the eligibility requirements of this Article.

3. No enrolled Tribal member who meets the eligibility requirements in this Article shall be subject to disenrollment.

4. No person may be disenrolled unless they are first notified in writing of the reason(s) that their eligibility is in question, and given one hundred eighty (180) days after such notification to present documentation and arguments to the Tribal Council. Upon request of the individual or after one hundred eighty (180) days, the Tribal Council shall give such person a fair hearing before the Council. The Tribal Council shall give such person at least thirty (30) days written notice before the hearing on their case before the Tribal Council. Until disenrollment is finalized, the individual shall have all rights of a Tribal member including services and any monetary entitlements. The hearing shall be open unless the member in question requests that the hearing be held in closed session.

5. Right of Appeal.

a. Any person whose application for membership has been denied, or who has relinquished or been disenrolled, shall have a right of appeal to the Tribal Judiciary within one (1) year of such action.

b. Such appeal rights do not extend to any person whose petition for membership by adoption into the Little Traverse Bay Bands of Odawa Indians has been denied.

c. Nothing in this section is intended to prevent a person whose application has been denied from reapplying for membership at some future date.

I. Membership Statute

The Tribal Council shall have the power to enact laws not inconsistent with this Article to implement these provisions.

ARTICLE VI. ORGANIZATION OF THE GOVERNMENT

A. Purpose, Fundamental Rights

We, the Little Traverse Bay Bands of Odawa Indians, speak through this document to

assert that we are a distinct nation of Anishinaabek of North America that possess the right to: self-determination; freely determine our political status; freely pursue our economic, social, religious and cultural development, and determine our membership, without external interference. These same rights and principles the Little Traverse Bay Bands of Odawa Indians acknowledge to be inherent among other peoples, nations and governments throughout the world. We recognize their sovereignty and pledge to maintain relations with those peoples, nations and governments who acknowledge those same fundamental human rights and principles, and who recognize the sovereignty of the Little Traverse Bay Bands of Odawa Indians.

B. Branches of Government

The government of the Little Traverse Bay Bands of Odawa Indians shall be composed of three (3) branches: Tribal Council (Legislative), Tribal Chairperson (Executive), and Tribal Court (Judicial).

C. Delegation of Authority

The Tribal membership, through this document, authorizes: the Tribal Council to be the Legislative body and to make laws and appropriate funds in accordance with Article VII; the Executive Branch to administer such funds, enforce this Constitution and laws passed thereunder, and implement policies and procedures enacted by the Tribal Council in accordance with Article VIII; and the Judicial Branch to interpret this Tribal Constitution and to apply the laws of the Little Traverse Bay Bands of Odawa Indians in accordance with Article IX.

D. Separation of Functions

No branch of the government shall exercise the powers, duties or functions delegated to another branch.

E. Supremacy Clause

This Constitution shall be the supreme law over all territory and persons subject to the jurisdiction of the Little Traverse Bay Bands of Odawa Indians.

ARTICLE VII. TRIBAL COUNCIL

A. Composition of the Tribal Council

Legislative powers shall be vested in the Tribal Council. The Tribal Council shall be composed of nine (9) Tribal members elected in an open election by popular vote.

B. Tribal Council Officers

The officers of the Tribal Council shall be the Legislative Leader, Secretary and Treasurer, and shall be filled from among the Tribal Council members after each general election, by majority vote of the Tribal Council. No member may simultaneously serve as more than one officer. In the event of a vacancy in a Tribal Council office, the Tribal Council shall appoint a Tribal Council member to fill the vacated office until new officers are selected following the next general election.

C. Duties of Officers

1. The Legislative Leader shall:

a. Monitor all Tribal mandates and directives approved by the Tribal Council for compliance through the Executive Branch;

b. Make recommendations to the Tribal Council on the matter of laws, statutes, programs, or policies that would be of interest or benefit to the Little Traverse Bay Bands of Odawa Indians;

c. Acquire a surety bond, in an amount and with a surety company satisfactory to the Tribal Council;

d. Preside over meetings of the Tribal Council;

e. The Legislative Leader shall vote on all issues except in cases in which he

or she would have a conflict of interest; and

f. Perform such other duties as required by the Tribal Council.

2. The Secretary shall:

a. At each Tribal Council meeting, submit the minutes of the previous meeting to the Tribal Council for approval;

b. Acquire a surety bond, in an amount and with a surety company satisfactory to the Tribal Council;

c. Post minutes approved by the Tribal Council in the Tribal administrative office within seven (7) days of approval;

d. Maintain and protect the Tribal Seal;

e. Preside over meetings of the Tribal Council in the absence of the Legislative Leader; and

f. Perform such other duties as required by the Tribal Council.

3. The Treasurer shall:

a. Submit an annual report, prepared by the Tribal accounting department, to the Tribal Membership at its annual meeting. This report shall include all funds received by the Little Traverse Bay Bands of Odawa Indians or through Tribal enterprises. This report shall also include all appropriations of operating funds and Tribal enterprises by department showing how the funds were spent and to include profit and loss statements where applicable;

b. Acquire a surety bond, in an amount and with a surety company satisfactory to the Tribal Council;

c. Preside over meetings of the Tribal Council in the absence of the Legislative Leader and Secretary; and

d. Perform such other duties as required by the Tribal Council.

D. Powers of the Tribal Council

The Tribal Council shall have the power to:

1. Make laws not inconsistent with this Constitution, including statutes and resolutions necessary to exercise Tribal jurisdiction, including civil and criminal authority and the regulation of commerce, and send them to the Executive for signature. They shall be deemed enacted if not expressly vetoed by the Executive within thirty (30) days of submission. The Tribal Council may, by an affirmative vote of seven (7) members of the Tribal Council, override a veto by the Executive.

2. Approve or disapprove policies, resolutions and regulations presented from the Executive branch;

3. Provide by law for the jurisdiction of the Little Traverse Bay Bands of Odawa Indians over Indian Child Welfare matters and all other domestic relations matters;

4. Enact laws governing the issuance of the Little Traverse Bay Bands of Odawa Indians charters of incorporation for economic or other purposes, and to regulate the activities of these corporations;

5. Implement, by statute not inconsistent with this Constitution, the Little Traverse Bay Bands of Odawa Indians' inherent right to exclude person(s) or other parties from Tribal lands;

6. Adopt rules of conduct to govern all levels of Tribal government;

7. Shall establish rules and procedures to provide access for review by any Tribal member or his/her authorized representative, who is a Tribal member, of the records of

the Little Traverse Bay Bands of Odawa Indians. Such review shall be conducted during normal office hours, in accordance with the rules and procedures established by the Tribal Council, and not inconsistent with any other provision of this Constitution. All Tribal records are subject to this review by the membership unless specifically excluded by this Constitution or applicable law;

8. Enact laws governing the encumbrance of Tribal lands or other intangible assets, and the encumbrance and disposition of non-real estate tangible assets;

9. Purchase, receive by gift, or otherwise acquire land, interests in land, personal property or other intangible assets which the Tribal Council may deem beneficial to the Little Traverse Bay Bands of Odawa Indians;

10. Request lands be placed in trust with the United States for the benefit of the Little Traverse Bay Bands of Odawa Indians when the Tribal Council deems this beneficial to the Tribe;

11. Approve land use plans and zoning of lands subject to the jurisdiction of the Little Traverse Bay Bands of Odawa Indians;

12. Approve leases for Tribally owned land and lands held in trust for the Little Traverse Bay Bands of Odawa Indians by the United States subject to the approval of the Secretary of the Interior if required by Federal law;

13. Approve all sales, or dispositions of Tribal lands, provided that such sale or disposition must also be approved by a majority vote by referendum, or by a quorum at an annual membership meeting;

14. Employ legal counsel;

15. Approve the filing of lawsuits in the name of the Tribe as proposed by the Executive, provided, the Tribal Council may approve the filing of a lawsuit in the name of the Tribe without Executive concurrence by an affirmative vote of six (6) members of the Tribal Council;

16. Establish committees, commissions, and boards, and approve appointments as presented by the Executive. The Tribal Council shall develop laws setting out qualifications for appointees and ensuring that the Tribal membership is given reasonable notification of available positions;

17. Establish and maintain government offices for the Little Traverse Bay Bands of Odawa Indians;

18. Appropriate funds, and enact a budget formulation statute that allows for public input from the Tribal membership;

19. Raise revenue, including the power to enact laws to levy taxes and govern the collection of taxes and license fees;

20. Develop policies for receiving any grants, donations, or other funding from any person, corporation, municipality, government, or other entity, and the policy shall provide that such receipts are a matter of Tribal record;

21. May establish such lower courts as may be deemed necessary upon request from the Judiciary;

22. Approve the creation or dissolution of Executive divisions or departments to promote and protect the peace, health, safety, education, and general welfare, including but not limited to cultural and natural resources, of the Little Traverse Bay Bands of Odawa Indians and its members;

23. Approve negotiations with any other governments, businesses or individuals by a majority vote of the Tribal Council; and

24. To provide by statute for the management of any and all economic affairs and enterprises of the Little Traverse Bay Bands of Odawa Indians that will further the economic development of the Tribe or its members. Such statutes will delegate management responsibilities to Tribally chartered corporations or other subordinate

Tribal entities, or where appropriate, to the Executive Branch.

E. Reserved

The Tribal Council shall not exercise any powers not listed in this Constitution unless an amendment of the Constitution has been approved pursuant to Article XVII.

F. Compensation

All members of the Tribal Council shall receive reasonable compensation governed by statute. No increase or decrease in compensation shall take effect until after the next general election.

G. Term of Office

The term of office shall be four (4) years except as provided in Article XII for the first election under this Constitution. The term shall extend from their oath of office until a successor is sworn in.

H. Qualifications

1. Members of the Tribal Council shall be Little Traverse Bands of Odawa Indians members at least eighteen (18) years of age.

2. No person shall be sworn in as a Tribal Council member if he or she is employed by the Little Traverse Bay Bands of Odawa Indians Tribal government, as described in Article XV (A)(2).

3. No person shall serve as a Tribal Council member within seven (7) years of completion of a sentence or probation upon being convicted of a felony, unless such conviction has been vacated or overturned.

I. Budget

The Tribal Council shall enact an annual budget for the upcoming fiscal year. The budget shall identify all funding sources, appropriations of operating funds and Tribal enterprises. The Budget shall be a Tribal document, dispersed to Tribal members at the annual meeting of the Tribal Membership, or made available by mail as requested by Tribal members.

J. Meetings

Meetings of the Tribal Council are as follows:

1. Presiding Over Meetings. The Legislative Leader, or person designated under this Constitution to preside in his/her absence, shall preside over all meetings of the Tribal Council.

2. Quorum. Five (5) Tribal Council members shall constitute a quorum. A quorum shall be necessary to transact official business of the Tribal Council.

3. No Voting by Proxy. All votes must be cast only by those actually present at the meeting during which the vote was taken.

4. Regular Meetings. The Tribal Council shall hold regular meetings at least once a month at the Tribal government offices. Official minutes shall be taken and recorded, and shall be approved within sixty (60) days of the meeting.

5. Special Meetings. Special meetings may be called from time to time by the Legislative Leader, by a majority of the Tribal Council, or by a request from the Executive. Notice of such special meetings shall be given to all members of the Tribal Council at least five (5) days in advance of such meetings, and shall state the purpose or purposes of the meeting. Special meetings shall be restricted to the purpose or purposes for which they are called.

6. Emergency Meetings. When immediate official action of the Tribal Council is necessary to preserve or promote essential interests of the Little Traverse Bay Bands of Odawa Indians, the Legislative Leader or a three fourths (3/4) majority of the Tribal Council may call an emergency meeting. Advance written or verbal notice of such

meeting shall be given to each Council member to the greatest extent feasible. Emergency meetings shall be restricted to the urgent subject matter necessitating the meeting. Emergency meetings may be conducted by phone conference call or with the aid of such other communication technology as may be available and in common use. A statement shall be put in the minutes of the next scheduled meeting indicating the date and time that the emergency meeting was held. The Tribal Council shall keep records of emergency meetings at the Tribal administrative offices which shall include the reason for the meeting and the action taken, which records shall be available to the Tribal membership to the same extent as regular meeting minutes, and the same rules regarding closed sessions and closed sessions minutes apply.

7. Phone Polls. Use of phone polls shall be governed by the rules and procedures of the Tribal Council.

8. Open Meetings. The Tribal Council shall adopt an Open Meetings Statute to ensure that all meetings of the Tribal Council called pursuant to this Article, except phone conference calls and closed sessions allowed under subsections J(6) and J(9) of this Article, are open to Tribal members and Tribal members shall have a reasonable opportunity to be heard, under such rules as the Council may prescribe in the Statute.

9. Closed Sessions.

a. The Tribal Council may meet in closed session only for reasons clearly expressed in the Open Meetings Statute. Closed sessions shall be limited to personnel, litigation, confidential business or legal matters, or other matters that raise significant privacy or confidentiality concerns.

b. The Tribal Council shall develop a disclosure of closed session minutes policy.

ARTICLE VIII. EXECUTIVE

A. Composition of the Executive Branch

The Executive power of the Little Traverse Bay Bands of Odawa Indians shall be vested in the Tribal Chairperson and the Vice-Chairperson.

B. Location of Offices

The Executive offices for the Tribal Chairperson and Vice-chairperson shall be maintained in the Tribal governmental offices.

C. Powers and Duties of the Chairperson

The Chairperson shall have the following powers and duties:

1. To represent the Little Traverse Bay Bands of Odawa Indians in an ambassadorial capacity;

2. To execute and administer the laws and resolutions of the Little Traverse Bay Bands of Odawa Indians;

3. To receive, prepare and submit nominations to the Tribal Council for consideration for the appointed positions set out in this Constitution or future Tribal statute;

4. To make recommendations to the Tribal Council on matters of interest or benefit to the Little Traverse Bay Bands of Odawa Indians;

5. To oversee all Tribal Executive departments, boards, commissions and committees created by the Tribal Council;

6. Shall submit monthly written reports of his/her oversight responsibilities of Tribal operations to the Tribal Council; and

7. Submit a proposed budget for the next fiscal year to the Tribal Council.

D. Powers and Duties of the Vice-Chairperson

The Vice-Chairperson shall:

1. Perform the duties of the Chairperson in his/her absence, and assume the duties and the powers of the Chairperson if the position of the Chairperson becomes vacant;

2. Assume responsibility for those administrative functions delegated to her/him by the Chairperson; and

3. Perform such other duties as delegated by the Chairperson.

E. Qualifications

1. The Chairperson and Vice-Chairperson shall be Tribal members at least eighteen (18) years of age. No person shall serve as Chairperson or Vice-Chairperson within seven (7) years of completion of a sentence or probation upon being convicted of a felony, unless such conviction has been vacated or overturned.

2. The Chairperson and Vice-Chairperson will reside within the Reservation of the Little Traverse Bay Bands of Odawa Indians no later than ninety (90) days after the general election for the term of their office.

F. No Reserved Powers

The Chairperson and Vice-Chairperson shall not exercise any powers not listed in this Constitution unless an amendment granting them additional powers has been approved pursuant to Article XVII.

G. Compensation

The Chairperson and Vice-Chairperson shall receive reasonable compensation as governed by statute. No increase or decrease in compensation shall take effect until after the next general election.

H. Terms of Office

The Chairperson and Vice-Chairperson shall serve four (4) year terms. The terms shall extend from their oath of office until a successor is sworn in.

ARTICLE IX. JUDICIAL

A. Judicial Power Vested

The judicial power of the Little Traverse Bay Bands of Odawa Indians shall be vested in a Tribal Court system. The Tribal Court system shall be composed of a court of general jurisdiction (referred to as the "Tribal Court"), an appellate court (referred to as the "Tribal Appellate Court") and such lower courts as the Tribal Council may establish upon written recommendation from the Tribal Judiciary.

B. Composition of the Tribal Court System

1. Tribal Court. The Tribal Court shall consist of one (1) judge who shall be the Chief Judge, and one (1) or more associate judges who shall meet as often as circumstances require. The Chief Judge shall serve as head of the Tribal Judiciary.

2. Tribal Appellate Court. The Tribal Appellate Court shall consist of one (1) Chief Justice and two (2) Associate Justices who shall meet as often as circumstances require. At least one (1) of the three (3) justices shall be an attorney licensed to practice before the courts of a state in the United States and at least one (1) of the justices shall be an enrolled Tribal member who is over fifty five (55) years of age.

3. Other lower courts. Composition of the Tribal Court system may also include such lower courts as are in the future established under Section (A) of this Article.

C. Jurisdiction

1. Inherent Sovereignty. The judicial power of the Tribal Court shall extend to all civil and criminal cases arising under this Tribal Constitution, statutes, regulations

or judicial decisions of the Little Traverse Bay Bands of Odawa Indians. This jurisdiction is based on the Tribe's inherent sovereignty, traditional custom, and Federal law.

2. Power of Judicial Review. The Tribal Court shall have the power to interpret the Constitution and laws of the Little Traverse Bay Bands of Odawa Indians.

3. Court of First Instance. Any such case or controversy arising within the jurisdiction of the Tribal Courts of the Little Traverse Bay Bands of Odawa Indians shall be filed in the Tribal Court before it is filed in any other court.

4. Sovereign Immunity Not Waived. This jurisdiction shall not be construed to be a waiver of the sovereign immunity of the Little Traverse Bay Bands of Odawa Indians.

5. Appellate Review. The Tribal Appellate Court shall have jurisdiction over any case on appeal from the Tribal Court. Appeals decisions shall be decided by the full Appellate Court.

6. Right to Appellate Review. Any party to a Tribal Court action may file an appeal from a final judgment, order or decision of the Tribal Court to the Tribal Appellate Court, based on alleged error of law, procedural violation of this Constitution, laws or regulations enacted by the Tribal Council, or Court Rules, or clear factual error. Appellate procedures shall be set out in the Tribal Court Rules.

7. Finality of Appellate Review. Rulings of the Tribal Appellate Court are final and binding and cannot be appealed to the Tribal Council, Tribal Membership or any other jurisdiction.

D. Judicial Appointments

1. Appointment to the Tribal Court. The Judges of the Tribal Court and such lower courts as established under Section (A) of this Article shall be appointed by an

affirmative vote of six (6) of the nine (9) members of the Tribal Council. Initial appointments shall take place within one hundred twenty (120) days of the swearing in of the first Tribal Council elected under this Constitution.

2. Appointment to the Tribal Appellate Court. Each justice of the Tribal Appellate Court shall be appointed by an affirmative vote of six (6) of the nine (9) members of the Tribal Council.

E. Eligibility for Appointment and Service

1. Tribal Court. A person may be eligible to serve as a Tribal Court Chief Judge or Associate Judge only if he/she**:**

a. Has attained the age of thirty (30) years;

b. Is at least one fourth (1/4) North American Indian;

c. Is not a Tribal Council member, or the Chairperson or Vice-Chairperson; and

d. No person shall serve as Chief Judge or Associate Judge within ten (10) years of completion of a sentence or probation upon being convicted of a felony, unless such conviction has been vacated or overturned.

2. Tribal Appellate Court. A person may be eligible to serve as the Chief Justice of the Tribal Appellate Court or as an Associate Justice only if he/she:

a. Has attained the age of thirty (30) years;

b. Is at least one fourth (1/4) North American Indian, other than the Justice who is required to be an attorney, where being Indian is preferred but not mandatory;

c. Is not a Tribal Council member or the Chairperson or Vice-Chairperson;

and

d. No person shall serve as an Appellate Court Justice within ten (10) years of completion of a sentence or probation upon being convicted of a felony, unless such conviction has been vacated or overturned.

F. Terms of Office

1. Tribal Court Term of Office. Judges of the Tribal Court shall serve for terms of four (4) years and these terms will last until their replacement is sworn in. There shall be no limitation on the number of terms a judge may serve. The initial appointment of the Chief Judge shall be a four (4) year term, and the Associate Judge(s) shall be a two (2) year term, in order to implement staggered terms of service. All terms for judges thereafter, including additional associate judges, shall be four (4) years.

2. Tribal Appellate Court Term of Office. Justices of the Tribal Appellate Court shall serve for terms of six (6) years. There shall be no limitation on the number of terms a justice may serve. In order to implement staggered terms of service, the initial appointment of one (1) justice shall be for a two (2) year term. The initial appointment of one (1) justice shall be for a four (4) year term. The initial appointment of one (1) justice shall be for a six (6) year term. All subsequent appointments shall be for six (6) year terms.

3. Chief Justice. The justices of the Tribal Appellate Court shall appoint from among themselves one of the justices to serve as Chief Justice for a two (2) year term. There shall be no limit on the number of terms a Chief Justice may serve.

G. Compensation

The Tribal Council shall have the power and responsibility to establish reasonable levels of compensation as governed by statute for the Judges and Justices.

H. Judicial Independence

1. Independent Branch of Government. The Judicial Branch shall be independent from the Legislative and Executive branches of the Tribal government and no person exercising the powers of any of the other two (2) branches of government shall exercise powers properly belonging to the Judicial Branch of Tribal government.

2. Funding Mandate. The Judicial Branch shall prepare and present an annual budget directly to the Tribal Council for funding. The proposed budget may include funding for representation of indigent defendants. Funding for the Judiciary shall be based on its need and status as a branch of government.

3. Court Administration. The Tribal Judiciary shall employ an administrator of the courts and other assistants as may be necessary to aid in the administration of the courts of the Little Traverse Bay Bands of Odawa Indians. The administrator shall perform administrative duties assigned by the Judiciary.

I. Practice and Procedure

The Tribal Judiciary shall establish the practice and procedure in all courts of the Little Traverse Bay Bands of Odawa Indians, including qualifications to practice before the courts of the Tribe, provided that such procedural rules are consistent with this Constitution and the substantive laws of the Tribe.

J. Conflict of Interest

1. Recusal mandated. Any Judge or Justice with a direct personal or financial interest in any matter before the Judiciary shall recuse. Failure to recuse constitutes cause for removal in accordance with Article XIII (B).

2. Tribal Court. If the Chief Judge recuses, one of the associate judges shall hear the case. If an associate judge recuses, the Chief Judge or another associate judge shall hear the case. If all Tribal Court judges recuse, the judges of the Tribal Court shall appoint a judge from another Tribal court to serve as temporary associate Tribal Court judge to hear the particular case. In the alternative the Tribal Court may request the Tribal

Council to make a special appointment of a judge to hear the particular case. Such special appointees need not meet the requirements specified in section (E) of this Article but must be qualified and capable to preside over the particular case.

3. Tribal Appellate Court. If an Appellate Court justice recuses, the Tribal Appellate Court shall appoint a judge from another Tribal appellate court to serve on the Tribal Appellate Court for the particular case. In the alternative the Tribal Appellate Court may request the Tribal Council to make a special appointment of a judge to serve on the Tribal Appellate Court for the particular case. Such special appointees need not meet the requirements specified in section (E) of this Article but must be qualified and capable to participate in the review and decision in the particular case.

ARTICLE X. TRIBAL PROSECUTOR

A. Power and Authority of Tribal Prosecutor

In any and all child welfare cases, criminal proceedings or other violations of Tribal law, the Tribal Prosecutor shall have the power and authority, on behalf of the Tribal membership as a whole, to sign, file and present any and all complaints, subpoenas, affidavits, motions, process and papers of any kind and to appear before all courts, commissions or tribunals in any such proceeding within the Tribe's jurisdiction.

B. Appointment of Prosecutor

1. The Tribal Prosecutor shall be appointed by an affirmative vote of six (6) of the nine (9) members of the Tribal Council.

2. Assistant prosecutors may be appointed by an affirmative vote of six (6) of the nine (9) members of the Tribal Council.

C. Eligibility for Appointment and Service

1. A person may be eligible to serve as a Tribal Prosecutor only if the person:

a. is not a Tribal Council member or the Chairperson or Vice-Chairperson**;**

b. is not a judge or justice of the Tribal Court or the Tribal Appellate Court; and

c. is an attorney licensed to practice in the Tribal Court and courts of a state in the United States.

2. It is preferred, but not mandatory, that the prosecutor be at least one fourth (1/4) North American Indian.

D. Term of Office

The Tribal Prosecutor shall serve for terms of three (3) years without limitation on reappointment. Assistant prosecutors, if any, shall serve for terms of two (2) years without limitation on reappointment.

E. Compensation

The Tribal Council shall have the power and responsibility to establish reasonable levels of compensation for the Prosecutor(s).

F. Independent Function

1. The Tribal Council shall enact such laws as it deems necessary to protect the office from inappropriate influence, and to ensure that the discretionary decision-making authority of the office remains unimpaired.

2. The Prosecutor shall have the authority to hire administrative staff as needed to fulfill the duties of this office subject to budget approval of the Tribal Council.

G. Funding Mandate.

The Prosecutor shall prepare and present an annual budget directly to the Tribal Council

for funding. Funding for the Prosecutor shall be based on the need to fulfill the duties of this office.

H. Removal

The Tribal Prosecutor and assistant prosecutors may be removed in accordance with Article XIII (C).

ARTICLE XI. ELECTION BOARD

A. Election Board

The Election Board is hereby created by this Constitution as an independent entity. The Election Board shall conduct all general and special elections. The Election Board shall adopt rules and regulations governing elections, including the number of signatures required for candidacy petitions. These rules may be amended as needed. The Election Board shall have the authority to employ their own staff to fulfill their duties under this Constitution.

B. Appointments and Term

Five (5) people will be appointed to the Election Board by the Tribal Council. To be eligible for appointment a person must be a Tribal member who is at least eighteen (18) years of age. After the first Election, all Election Board members must be registered voters. Election Board members shall serve for four (4) year terms. The first appointments under this Constitution shall be two members for two (2) years and three (3) members for four (4) years to provide for staggered terms. The first Election Board shall be appointed by the Tribal Council serving under the interim Constitution.

C. Compensation

The Tribal Council shall have the power to establish the compensation for the Election Board. No increase or decrease in compensation shall take effect until after the next general election.

D. Funding Mandate

The Election Board shall prepare and present an annual budget directly to the Tribal Council for funding. Funding for the Election Board shall be based on the need to fulfill its duties.

ARTICLE XII. ELECTIONS

A. General Elections

The members of the Tribal Council, Chairperson and Vice-Chairperson shall be elected at large by popular vote. A Tribal member shall only be a candidate for one position in a particular election, and a person shall hold no more than one elected position at a time. After the adoption of this Constitution, a general election shall provide for staggered terms as follows: The Chairperson and the Vice-Chairperson and the five (5) Council candidates with the highest number of votes shall be elected for four (4) year terms and the four (4) Council candidates with the next highest number of votes shall be elected for two (2) year terms. Thereafter, the general elections will be held in June of odd numbered years and all subsequent terms shall be four (4) years.

B. Primary Elections

1. A Chairperson and Vice-chairperson team shall file a joint candidacy petition for election. If more than two (2) candidate teams successfully petition to run for Chairperson and Vice-Chairperson, a primary election shall be conducted to reduce the number of candidate teams in the general election to two (2).

2. In any election in which more than two (2) candidates per open seat on the Tribal Council successfully submit candidacy petitions for office, a primary election shall be conducted to reduce the number of candidates to two (2) per open seat.

C. Special Elections

Special Elections shall be called by the Election Board when required under this

Constitution or appropriate laws of the Little Traverse Bay Bands of Odawa Indians.

D. Registration and Ballots

1. The Election Board shall require members of legal voting age to register to be entitled to vote. The list of the names and addresses of all registered voters shall be a public document.

2. All members of the Little Traverse Bay Bands of Odawa Indians registered to vote at least ninety (90) days prior to an election may vote in general and special elections.

3. Voting in Tribal elections shall be by secret ballot mailed to all registered voters. Ballots must be mailed at least thirty (30) days prior to an election by first class mail or equivalent method to the last known address of each registered voter.

E. Certification of Election Results

The Election Board shall post non-certified election results within three (3) business days in the Tribal offices, and in the next issue of the Tribal newsletter. The election shall be certified and the results posted by the Election Board ten (10) business days after the election if there are no unresolved challenges pending.

F. Challenges to Election Results

Any registered voter of the Little Traverse Bay Bands of Odawa Indians may challenge for cause the results of any election by filing a written challenge with the Tribal Court within ten (10) days after the election. The Tribal Court shall act on a challenge to any election within twenty (20) days of receiving the challenge in Tribal Court.

G. Oath of Office

The Tribal Court shall administer the oath for the offices of Chairperson, Vice-chairperson and Tribal Council at the next regularly scheduled Tribal Council meeting at least

thirty (30) days following the certification of election results.

H. Election Application

The Election Board will be responsible for developing the applications and candidacy petitions for the following positions: Chairperson, Vice-Chairperson and Tribal Council. The application must be completed by each candidate and submitted with their candidacy petition, and shall be mailed to all registered voters. The application may include such personal information as age, education, experience and residency.

I. Nepotism

Immediate family members shall not serve on the Tribal Council or as Chairperson or as Vice-Chairperson at the same time. In the event that two or more immediate family members are elected, they may designate in writing which one will serve. If no such designation is made, only the family member with the highest number of votes shall serve. In case of a tie, and no designation being made, a run-off election shall be conducted.

ARTICLE XIII. RECALL, REMOVAL, AND VACANCIES

A. Recall

1. The Chairperson, Vice-Chairperson or Tribal Council Members may be subject to recall at any time under the following procedure:

a. A recall petition signed by a number of registered voters equaling twenty percent (20%) of the registered voters who voted in the last general election is presented to the Election Board. All petitions must be on forms that are approved by the Election Board.

b. Within ten (10) business days of receipt of the petition, the Election Board shall either certify the validity of the petition and signatures or return it to the member who submitted it with a written explanation of the defect.

c. A recall election shall be scheduled by the Election Board within ninety (90) days upon verification of the petition and its signatures.

d. The elected official shall be recalled upon a majority vote if at least thirty percent (30%) of the registered voters vote in the recall election.

e. To provide for continuity of governance no more than four (4) Tribal Council members shall be subject to a recall election at any one time.

2. Each elected official may be subject to no more than one (1) recall election per calendar year.

B. Removal of a Tribal Court Judge

1. A Tribal Judge or Justice may only be removed by the Tribal Judiciary itself. The Tribal Judiciary may remove any Judge or Justice by an affirmative vote of a majority of a panel consisting of all other members of the Judiciary, consisting of both the Appellate and Tribal Court Judges, only for one or more of the following reasons:

a. Unethical conduct, as defined by the Little Traverse Bay Bands of Odawa Indians Code of Conduct adopted by the Tribal Council or by the Tribal Court;

b. Physical or mental disability which prevents the performance of judicial duties;

c. Persistent failure to perform duties in a timely manner;

d. Gross misconduct that is clearly prejudicial to the administration of justice;

e. Ineligibility, under Article IX, to serve as a member of the Tribal Judiciary; or

f. Conviction of a felony while serving as Judge or Justice by any court of

competent jurisdiction.

2. Procedures for Removal. The Tribal Judiciary shall develop rules and procedures for removal of judges. These procedures shall at a minimum include the following:

a. If a Judge or Justice believes that grounds exist for removal of another Judge or Justice, they shall state the charges in writing, and distribute copies of the written charges to all members of the Tribal Judiciary, including the accused. As soon as practicable, but no more than sixty (60) days after receipt of the written charges, the Judiciary shall hold a hearing with all members present at which the accused shall have the opportunity to call and cross examine witnesses. The member shall have the right to subpoena witnesses and be represented by an attorney.

b. If a Little Traverse Bay Bands of Odawa Indians member believes that grounds exist for removal of a Judge or Justice, they shall state the charges in writing to the Court Administrator who shall distribute copies to each member of the Tribal Judiciary. After reviewing the written charges, the Tribal Judiciary shall by majority vote decide whether sufficient grounds exist to hold a removal hearing as described in this Article. This hearing shall be held as soon as practicable, but shall not be held more than sixty (60) days following the receipt of written charges.

C. Removal of Prosecutor

A prosecutor or assistant prosecutor may only be removed by a vote of six (6) of the nine (9) members of the Tribal Council, only for one or more of the following reasons:

a. Unethical conduct, as defined by the Little Traverse Bay Bands of Odawa Indians' Code of Conduct adopted by the Tribal Council or by the Tribal Court;

b. Physical or mental disability which prevents the performance of prosecutorial duties;

c. Persistent failure to perform duties in a timely manner;

d. Gross misconduct that is clearly prejudicial to the administration of justice;

e. Ineligibility under Article X, to serve as a Tribal Prosecutor, including the revocation of his/her license to practice law;

f. Conviction of a felony while serving as Prosecutor by any court of competent jurisdiction.

D. Removal of Members of the Election Board

Upon presentation of a petition signed by at least one hundred (100) members alleging neglect of duties or intentional wrongdoing, and a hearing where the accused is afforded proper due process, the Judiciary may remove Election Board members for good cause.

E. Other Elected or Appointed Officials

Any future elected or appointed officials not listed in this Constitution shall be subject to removal for neglect of duties or intentional wrongdoing in accordance with a Tribal Statute passed for that purpose.

F. Vacancies in the Tribal Council

When a vacancy occurs in the Tribal Council, the Tribal Council shall appoint a Tribal member who meets all of the qualifications in Article VII (H) to fill the balance of the unexpired term.

G. Vacancies in the Executive

1. If the Chairperson's seat is vacant, the Vice-chairperson shall assume the position of Chairperson. When there is a vacancy in the Vice-chairperson position, the Chairperson will appoint a new Vice-chairperson subject to ratification by a majority vote

of the full Tribal Council.

2. In the event of a simultaneous vacancy in both the Chairperson and Vice-chairperson seats, the Legislative Leader shall serve as Chairperson until a special election can be conducted to fill the remaining terms. While acting as Chairperson, the Legislative Leader will not be considered a Tribal Council member. After a Chairperson is elected and sworn in, the Legislative Leader will resume his/her position as a Tribal Council member for the remainder of his/her term.

H. Vacancies in the Judiciary

Any vacancy in the Tribal Judiciary shall be filled by appointment by the Tribal Council for the balance of the unexpired term.

I. Vacancies in the Election Board

Any vacancy in the Election Board shall be filled by appointment by the Tribal Council for the balance of the unexpired term.

J. Terms for Replacements

Persons elected or appointed to fill a vacancy shall serve out the term of the person whom they are replacing unless otherwise specified in this Article.

K. Vacancies for Other Elected or Appointed Positions

Vacancies for future elected or appointed officials not enumerated in this Constitution shall be filled in accordance with applicable Tribal statutes.

ARTICLE XIV. INITIATIVE AND REFERENDUM

A. Initiative

1. Initiative is the power of the Tribal members to propose laws and to enact or

reject them in an election. The members of the Little Traverse Bay Bands of Odawa Indians shall have the power to adopt, by initiative, any statute, and the power to repeal or amend any statute in accordance with the provisions of this Article; provided that statutes addressing appropriations for Tribal institutions or statutes establishing the Tribal budget shall be exempt from the initiative process.

2. The procedure for initiative shall be as follows:

a. The proponents of an initiative shall submit it to the Election Board for examination as to technical sufficiency and to insure clarity before it is circulated. The Election Board shall deliver its written comments to the proponents within thirty (30) days.

b. Initiative petitions must be signed by a number of registered voters equaling twenty percent (20%) of the registered voters who voted in the last general election. After the signatures have been verified by the Election Board, the Election Board shall schedule an election in accordance with subsection (A)(2)(c) of this Article.

c. If a general election is scheduled to be held less than twelve (12) months from the date the Election Board has verified the petition, the initiative will be scheduled for a vote at that general election. If the next general election is scheduled for a time more than twelve (12) months after verification, a special election shall be scheduled.

d. An initiative proposal shall be enacted by the vote of a majority of those actually voting; provided that at least twenty percent (20%) of the registered voters of the Little Traverse Bay Bands of Odawa Indians who are registered on the day of submission of the petition cast ballots in said special election. If less than twenty percent (20%) of the registered voters of the Tribe cast ballots in said election, the initiative shall be deemed to be defeated.

e. If an initiative is defeated in an election, the same matter cannot again be the subject of an initiative election for two (2) years.

B. Referendum

1. The Tribal Council may decide by an affirmative vote of six (6) Council members to submit any proposed or any enacted statute to a vote of registered Tribal voters at a referendum election.

2. The procedure for a referendum election shall be as follows:

a. Referendum elections shall be held no sooner than forty five (45) days and no later than ninety (90) days from the date the proposed or existing statute is referred to the Election Board. The date of the referendum election shall be set by the Election Board.

b. A referendum proposal shall be enacted by the vote of a majority of those actually voting; provided that at least twenty percent (20%) of the registered voters of the Little Traverse Bay Bands of Odawa Indians who were registered on the day it was referred by the Tribal Council to the Election Board cast ballots in said special election. If less than twenty percent (20%) of the registered voters of the Tribe cast ballots in said election, the referendum shall be deemed to be defeated.

C. Initiative or Referendum Effective Date

Any statute enacted by initiative or referendum pursuant to the provisions of this Article shall take effect ten (10) days after certification of the election, unless otherwise provided in the initiative or referendum proposal adopted. No law adopted by the membership of the Little Traverse Bay Bands of Odawa Indians under the initiative or referendum provisions shall be amended or repealed except by a vote of the electors, unless otherwise provided in the initiative or referendum proposal or found to be unconstitutional by the Tribal Judiciary.

ARTICLE XV. CONFLICT OF INTEREST

A. Personal Financial Interest

1. In carrying out the duties of Tribal office, no Tribal Official, elected or appointed, shall make or participate in making decisions which involve a personal financial interest other than an interest held in common by all Tribal members.

2. Tribal members serving on Tribal Council, or the Tribal Chairperson or Vice-chairperson:

a. may not be employed under the Tribal Governmental Administration; and

b. may not be a paid consultant for the Little Traverse Bay Bands of Odawa Indians or the consultant for another party in that party's business dealings with the Tribe, while serving as a Tribal Council member, or as Chairperson or Vice-Chairperson, or within one (1) year of serving.

3. Tribal Council members, the Tribal Chairperson and Vice-chairperson may work in other Tribal enterprises but shall not have a vote on any issue relating to that enterprise. However, they may not hold more than one full time paid position even if they decline pay for one of the positions.

4. Within six (6) months from the date of the swearing in of the first Tribal Council elected under this Constitution, the Tribal Council shall adopt a Tribal Council Code of Conduct, which may be amended by future Tribal Councils.

B. Financial Disclosure

The Tribal Council shall enact a statute requiring financial disclosure statements of candidates, and elected or appointed governmental officials.

ARTICLE XVI. TRIBAL RECORDS

All official Tribal records are the exclusive property of the Little Traverse Bay Bands of Odawa Indians and shall be transferred by the Tribal Council, Executive, Judiciary, Election Board, Prosecutor and members of any subordinate entities leaving office to their successors in

office.

ARTICLE XVII. AMENDMENTS

A. This Constitution may be amended by a two-thirds (2/3) majority vote of the qualified voters of the Little Traverse Bay Bands of Odawa Indians voting in an election called for by action of the Tribal Council or Tribal Membership. A petition for a constitutional amendment shall be signed by no less than twenty percent (20%) of the registered voters of the Little Traverse Bay Bands of Odawa Indians as certified by the Election Board. At least thirty percent (30%) of those entitled to vote must cast a ballot in the election or the amendment shall fail; such amendments shall become effective upon certification of the election results by the Election Board.

B. Provided, if Federal law so requires at the time an amendment is proposed, then the Tribe will be subject to and the process will proceed in accordance with applicable Federal law and regulation, including 25 CFR part 82, or such successor regulations as may be in effect.

ARTICLE XVIII. SOVEREIGN IMMUNITY

A. Tribal Immunity From Suit

The Little Traverse Bay Bands of Odawa Indians, including all subordinate entities, shall be immune from suit except to the extent that the Tribal Council clearly and expressly waives its sovereign immunity, and officials and employees of the Tribe acting within the scope of their duties or authority shall be immune from suit.

B. Suit Against Officials and Employees

Officials and employees of the Little Traverse Bay Bands of Odawa Indians who act beyond the scope of their duties and authority shall be subject to suit in Tribal Court for purposes of enforcing rights and duties established by this Constitution or other applicable laws.

ARTICLE XIX. RIGHTS OF THE TRIBE AND ITS MEMBERS

Nothing in this Constitution shall be construed as restricting any Treaty Rights or any other rights of the Little Traverse Bay Bands of Odawa Indians and its members.

ARTICLE XX. ADOPTION

This Constitution, when adopted by a majority vote of the qualified voters of the Little Traverse Bay Bands of Odawa Indians voting at a special election called for such purposes by the Secretary of the Interior or his authorized representative, in which at least thirty percent (30%) of those entitled to vote shall vote, shall be submitted to the Secretary of the Interior for approval, and shall be effective from the date of such Secretarial approval. The interim Constitution shall remain in effect until the swearing in of the elected officials under this Constitution.

ARTICLE XXI. PRIOR ACTIONS

1. All actions of the Little Traverse Bay Bands of Odawa Indians taken before the effective date of this Constitution shall remain in full force and effect to the extent that they are consistent with this Constitution.

2. No enrolled member who enrolled in good faith and met the membership requirements in place at the time of their enrollment under previous governing documents or statutes shall be subject to involuntary disenrollment unless they become enrolled in another Federally recognized tribe.

TITLE II. CITIZENSHIP, TRIBAL ENROLLMENT

Chapter 1. Enrollment for Citizenship Statute

2.101 PURPOSE

The purpose of this statute is to implement the provisions of Article V of the Little Traverse Bay Bands of Odawa Indians Constitution for Tribal Citizenship enrollment.

(Source: WOS 2008-006, May 31, 2008, Section I)

2.102 TITLE

This statute shall be designated as the Citizenship Statute of the Little Traverse Bay Bands of Odawa Indians and repeals and replaces the Tribal Enrollment Statute WOS 1999-014, as amended by WOS 2001-014, WOS 2002-06 WOS 2003-02, WOS 2004-04, WOS 2004-09 and 2006-008 and any and all other Enrollment Statutes or Amendments. This statute has no effect on the Citizenship status on any Tribal Citizen enrolled by the Tribe under previous law.

(Source: WOS 2008-006, May 31, 2008, Section II)

2.103 AUTHORITY

According to the Little Traverse Bay Bands of Odawa Indians Constitution, Article V. Section I states as follows: *"The Tribal Council shall have the power to enact laws not inconsistent with this Article* (Membership) *to implement these provisions*.

(Source: WOS 2008-006, May 31, 2008, Section III)

2.104 DEFINITIONS

The following terms and phrases, when used in this Statute, shall have the meaning ascribed to them.

A. "Adult" means *any person eighteen (18) years of age or older,* LTBB Constitution, Article III (A).

B. "Applicant" means a person who has submitted an application for Citizenship into the Tribe prior to final action on the application.

C. "Citizen" means an individual who has met the enrollment criteria of a Tribe and is officially enrolled with that tribe.

D. "Constitution" or "Tribal Constitution" means the Constitution of the Little Traverse Bay Bands of Odawa Indians as adopted on February 1, 2005, and any amendments thereto.

E. "Degree of North American Indian Blood" means the total degree of North American Indian blood of all tribes recognized by the United States Federal Government or by the Canadian Federal Government plus the degree of North American Indian blood derived from non-federally recognized tribes that is able to be certified by Bureau of Indian Affairs.

F. "Descendent" means the biological descent where lineage can be traced from parent to child in each generation.

G. "Durant Roll" means *"the Durant Roll of 1908 as approved by the Secretary of the Interior on February 18, 1910, and as clarified by Durant's corresponding field notes.",* LTBB Constitution Article V (1)(A)(b).

H. "Incompetents" means a person who has been legally determined by a Court of competent jurisdiction to be unable to take effective actions on their own behalf.

I. "LTBB" means the Little Traverse Bay Bands of Odawa Indians.

J. "March 31, 2003 Roll" means *"All persons whose names appear on the Roll prepared by the Little Traverse Bay Bands of Odawa Indians and submitted to the Department of the Interior, Bureau of Indian Affairs, notice of receipt of which was published in the Federal Register on March 31, 2003, are members* (Citizens) *of the Little Traverse Bay Bands of Odawa Indians."* LTBB Constitution, Article V(A)(2).

K. "Minor" or "Child/ Children" means *a person under eighteen (18) years of age*, LTBB Constitution, Article III (F).

L. "North American Indian Tribe" means any Tribe located within the continental United States, Alaska and/or Canada.

M. "Notarized" means a document attested before or authenticated by a public officer (a notary) who witnesses the signature and certifies that it is authentic.

N. "Parent" or "Legal Guardian" means a person who has the legal authority to take

enrollment actions on behalf of another person because of age or incompetence.

O. "Records" means any item, collection, or grouping of information about or collected from individuals, including, but not limited to, birth certificates, genealogy records, or other documents that contain the individual's name, or identifying particulars assigned to the individual, from which information is collected for the purpose of determining the eligibility for enrollment.

P. "Relinquishment" means the personal, voluntary action taken by a Tribal Citizen or an individual legally authorized to act on the Citizen's behalf to terminate the Citizen's relationship with a tribe.

Q. "Reservation" means *"areas referenced in Public Law 103-324, 25 USC Section 1300k-2(b)(2)(A) as the boundaries of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat.621."* LTBB Constitution, Article V(A)(1)(a).

R. "Tribal Council" means the Little Traverse Bay Bands of Odawa Indians legislative branch of the Tribe authorized to make enrollment decisions pursuant to Article VII of the Constitution.

S. "Tribe" or "LTBB" means the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2008-006, May 31, 2008, Section IV)

2.105 DESCENDANT ELIGIBILITY

A. The following persons shall be eligible for Citizenship in the Little Traverse Bay Bands of Odawa Indians according to the LTBB Constitution, Article V (3) provided that they meet the blood quantum eligibility:

> ***a.*** *All persons who are one fourth (1/4) or more North American Indian blood quantum, and can prove direct lineal descent from a person or persons identified in one or more of the sub-sections below:*
>
> **i.** *All persons listed on the Durant Roll under the following Ogemuk*

(leaders or "chiefs") or areas of residency:

Nawwemaishcotay – Cross Village
Shawwawdayse – Charlevoix
Shawwawnegwnaybe – Bay Shore
Louis Micksawbay – Charlevoix
Awmegwawbay – Petoskey
Nawogemaw – Good Heart/Middle Village
Simon Kewaydezhick – Harbor Springs
Joseph Waybwaydum – Burt Lake
Daniel Nesawwawquot – Harbor Springs
Payzhickwaywedung – Beaver Island
Nawoquaygawbowe – Manistique
Kawgegaypenayse – North Shore

ii. *All persons whose name appears on the Durant Roll who resided within the Reservation at the time the Durant Roll was compiled;*

iii. *All persons listed on any of the Annuity payrolls of Ottawa & Chippewa Indians of Michigan from 1836 to 1871 and referenced in the 1850 through the 1920 Federal Population Enumeration (Census Records) who resided within our Reservation boundaries at the time the payrolls were written.*

b. *All descendants of persons enrolled under subsection 2 or 3(a) who are at least one fourth (1/4) North American Indian blood quantum.*

B. The Enrollment Office may use United States Census Records from the years of 1850, 1860, 1870, 1880, 1884 and 1894 State Census Records, 1900, 1910, and 1920, with reference to 1930's Census to show lineal descent of persons enrolled under subsection A.

C. The Enrollment Office may consider other documentation that will provide support for descendants of persons enrolled under subsection A including birth certificates, military records, church records, baptismal records, school records, and adoptive birth certificates and other such records.

(Source: WOS 2008-006, May 31, 2008, Section V)

2.106 BLOOD QUANTUM ELIGIBILITY

The following persons shall be eligible for Citizenship in the Little Traverse Bay Bands of Odawa Indians according to LTBB Constitution, Article V (3) provided that they meet the Descendant eligibility:

A. North American Indian Blood Quantum—from Tribes within the Continental United States.

The following shall be used for computation of North American Indian Blood from Tribes located within the United States of America:

1. Blood quantum capable of being certified by the United States Bureau of Indian Affairs.

2. Blood quantum certified by a United States Federally Recognized Tribe as listed by the Secretary of Interior.

B. North American Indian Blood Quantum—from Tribes located within Canada.

The following shall be used for computation of North American Indian Blood quantum from Canada:

1. Blood quantum capable of being certified by the Canadian Federal Government, Library of Northern Indian Affairs.

2. Blood quantum certified by a Canadian Recognized Tribe as listed by the Library of Northern Indian Affairs, Canada.

C. North American Indian Blood Quantum—from *Little Traverse Bay Bands of Odawa Indians* and other *Michigan Ottawa and Chippewa* Blood Quantum.

The following shall be used for computation of *Little Traverse Bay Bands of Odawa Indians* and other *Michigan Ottawa and Chippewa* Blood quantum:

1. A person listed within the *Durant Roll Field Notes* with an indication of payment from the *1870 Annuity Pay Rolls of the Ottawas and Chippewas of Michigan* shall be presumed to be 4/4 North American Indian Blood from a Michigan Ottawa or Chippewa Tribe.

2. A Child or Children listed along with both parents within the *Durant Roll Field Notes* with an indication of payment for both parents from the *1870 Annuity Pay Rolls of Ottawas and Chippewas of Michigan* shall be presumed to be 4/4 North American Indian blood quantum of the Tribe indicated.

3. A Child or Children listed along with one parent within the *Durant Roll Field Notes* with an indication of payment for the one parent from the *1870 Annuity Pay Rolls of Ottawas and Chippewas of Michigan* will be presumed to be at least ½ North American Indian Blood quantum of the Tribe indicated, and may also supplement their blood quantum with other documentation.

4. Persons listed within the *Durant Roll Field Notes* as indicated by the *Authority of Chiefs* shall be presumed to be 4/4 North American Indian blood quantum of the Tribe indicated, unless the *Durant Roll Field Notes* indicate otherwise.

5. Other documentation that establishes North American Indian blood quantum prior to the *1870 Annuity Pay Rolls of Ottawas and Chippewas of Michigan* will be considered for establishing blood quantum.

6. The Enrollment Office may seek assistance from the Bureau of Indian Affairs records to accurately determine the proper band and blood quantum on the *1870 Annuity Pay Roll of Ottawas and Chippewas of Michigan* and *Durant Roll Field Notes* for matters of interpretation.

7. Solely for the purpose of determining degree of *Little Traverse Bay Bands of Odawa Indians* blood quantum for enrollment in the Tribe, the blood quantum of Citizens who submitted applications between May 23, 1999, and December 31, 2001, (under the provisions of WOS 1999005, Section V (B) (4); WOS 1999014, Section V (B) (3)) shall continue to be listed based upon the computations made during that period. A notation shall be made on the Tribal roll identifying the individuals affected by these

computations. The blood quantum of the descendants of these individuals who applied after December 31, 2001 shall be computed based upon *1870 Annuity Pay Rolls of the Ottawas and Chippewas of Michigan* and the *Authority of Chiefs* found within the Durant Roll and the accompanying field notes.

D. Increasing Blood Quantum.

Blood Quantum may be increased through the following procedures:

The Enrollment Office shall research the request within the resources and legal constraints of the Enrollment Office always striving to be fair and equitable and if a determination is made by the Enrollment Office that a Citizen's blood quantum should be increased, this matter will be brought to the Citizenship Commission for approval. Upon such approval, the Enrollment Office shall make the changes for the Citizen and for all other persons affected by the increase.

(Source: WOS 2008-006, May 31, 2008, Section VI)

2.107 ADOPTION

A. According to LTBB Constitution a person who meets the following criteria may be adopted into the Tribe, Article V(B):

a. *Any person who can verify at least one fourth (1/4) North American Indian blood quantum may be adopted into the Little Traverse Bay Bands of Odawa Indians by a majority vote of the full Tribal Council, if that person can also demonstrate, by other means, substantial community ties to the Tribe, as defined by Tribal statute.*

b. *Adult persons who become members of the Little Traverse Bay Bands of Odawa Indians through the adoption procedure developed by the Tribal Council to implement this section shall thereupon enjoy and be entitled to the rights and privileges associated with membership in the Tribe except the elected positions of Tribal government.*

B. Petitions for adoption into Tribal Citizenship.

1. Requirements – A person requesting to be adopted into Tribal Citizenship shall

complete a "Petition for Adoption into Tribal Citizenship" form. Accompanying that petition shall be documentation establishing the possession of at least one-fourth (1/4) North American Indian blood quantum along with an affidavit of proof of substantial community ties.

2. Processing – A petition for adoption into Tribal Citizenship shall be processed in the same manner as an application for Citizenship, except that a person whose petition for adoption is denied does not have any right to appeal that decision.

3. Ineligibility – Any person who has been found ineligible for Citizenship for any reason including, but not limited to adoption, may file a new application whenever additional documentation becomes available. Such new application shall be processed as though no previous application had been received.

C. Demonstration of Substantial Community Ties.

1. Residency - A person that applies for adoption shall have resided within the 1855 Reservation for a period of at least fifteen (15) years, AND

2. Is either an immediate family member by marriage to a Tribal Citizen OR has demonstrated a strong commitment to the Tribe through participation or volunteerism in Tribal functions such as Tribal sports, Tribal jiingtamon (pow-wows – celebratory gatherings), Tribal language studies or Tribal ghost suppers, but not limited to, and is shown through documentation of such participation or volunteerism.

D. Approval by Tribal Council.

Applications along with a recommendation from the Citizenship Commission shall be submitted to the Tribal Council for approval or disapproval of the adoption.

(Source: WOS 2008-006, May 31, 2008, Section VII)

2.108 CITIZENSHIP RIGHTS OF CHILDREN WHO HAVE BEEN ADOPTED

A. According to LTBB Constitution, Article V (B)(2) "*Indian minor children who are at*

least one fourth (1/4) North American Indian who have been legally adopted by members of the Little Traverse Bay Bands of Odawa Indians, in a Tribal Court or any other court of competent jurisdiction, are also eligible to be adopted by the Tribe. They shall thereupon enjoy and be entitled to the rights and privileges associated with membership in the Little Traverse Bay Bands of Odawa Indians except the elected positions of Tribal government."

B. Petitions for adoption into Tribal Citizenship.

1. Requirements – A person requesting a child to be adopted into Citizenship of the Tribe shall complete a "Petition for Adoption on a Tribal Citizenship" form. Accompanying that petition shall be documentation of a legal adoption from Tribal Court or a court of competent jurisdiction and documentation showing the possession of at least one-fourth (1/4) North American Indian blood quantum.

2. Processing – A petition for adoption into Tribal Citizenship shall be processed in the same manner as an application for Citizenship, except that a person whose petition for adoption is denied does not have any right to appeal that decision.

3. Ineligibility – Any person who has been found ineligible for Citizenship for any reason including, but not limited to adoption, may file a new application whenever additional documentation becomes available. Such new application shall be processed as though no previous application had been received.

C. According to LTBB Constitution, Article V(B)(3) *"Any Indian child eligible for membership pursuant to Section A(3) of this Article who is legally adopted in a Tribal Court or any other court of competent jurisdiction by a non-member Indian or non-Indian family shall be eligible for membership in the Little Traverse Bay Bands of Odawa Indians, notwithstanding such adoption."*

D. Petitions for adoption into Tribal Citizenship.

1. Requirements – A person requesting a child be adopted into Citizenship of the Tribe shall complete a "Petition for Adoption into Tribal Citizenship" form. Accompanying that petition shall be documentation of eligibility for meeting the enrollment criteria for LTBB Citizenship.

2. Processing – A petition for adoption into Tribal Citizenship shall be processed in the same manner as an application for Citizenship, except that a person whose petition for adoption is denied does not have any right to appeal that decision.

3. Ineligibility – Any person who has been found ineligible for Citizenship for any reason including, but not limited to adoption, may file a new application whenever additional documentation becomes available. Such new application shall be processed as though no previous application had been received.

E. Approval by Tribal Council.

Applications along with a recommendation from the Citizenship Commission shall be submitted to the Tribal Council for approval or disapproval of the adoption.

(Source: WOS 2008-006, May 31, 2008, Section VIII)

2.109 DUAL MEMBERSHIP OR CITIZENSHIP PROHIBITION

A. According to the LTBB Constitution, Article V(C) *"No person shall be a member of the Little Traverse Bay Bands of Odawa Indians if that person is enrolled in another federally recognized tribe. Any person enrolled in another federally recognized tribe shall be subject to disenrollment from the Little Traverse Bay Bands of Odawa Indians."*

B. If the person requesting Citizenship has had dual enrollment with any other tribe recognized by the federal government of the United States or by the federal government of Canada, then proof of documentation of relinquishment must be provided.

C. If an applicant has filed a conditional relinquishment of the membership in another tribe that will automatically become effective upon approval of the LTBB Citizenship application, this requirement shall be deemed to have been met.

D. Recognizing that some Canadian tribes refuse to remove a member or Citizen from their tribal roll even when that member or Citizen tries to be removed by filing a relinquishment, LTBB considers this requirement to have been met when an LTBB applicant or Citizen has made every possible effort to be removed from the other tribe's roll.

(Source: WOS 2008-006, May 31, 2008, Section IX)

2.110 RELINQUISHMENT OF CITIZENSHIP

A. According to the LTBB Constitution, Article V(D)

1. *Enrollment in any other federally recognized tribe shall be deemed voluntary relinquishment of membership from the Little Traverse Bay Bands of Odawa Indians and such individual shall be subject to disenrollment.*

2. *Individual members may relinquish their Little Traverse Bay Bands of Odawa Indians membership, which shall be done in writing and presented to the Tribal Council according to procedures developed by the Tribal Council.*

3. *A Tribal Judicial review shall be required should a parent or legal guardian submit a voluntary relinquishment of Little Traverse Bay Bands of Odawa Indians membership for a minor or for a person deemed incompetent by the Tribal Court. Such relinquishment shall only become effective upon approval of the Tribal Court based on a finding that the relinquishment is in the best interests of the child or the person deemed incompetent.*

B. Enrollment in either a United States Federally Recognized Tribe or a Canadian Federally Recognized Tribe after effective approval of the LTBB Citizenship shall be considered a voluntary relinquishment of Citizenship from LTBB and the person shall be disenrolled from LTBB by the Enrollment Office. The Citizen's name shall not be removed from the Tribe's current Citizenship roll until documentation of the acceptance into the other Tribe's membership or Citizenship is received and the same is submitted to Tribal Council and approved by Tribal Council.

C. Any adult Citizen of the Tribe may voluntarily relinquish his/her Citizenship by submitting such request along with a notarized signature to the Enrollment Office. The Enrollment Office shall submit the person's application for relinquishment to the Tribal Council at its next scheduled Tribal Council meeting within the Enrollment Office monthly report for acceptance by the Tribal Council. Tribal Citizenship relinquishment shall be come effective on the date of Tribal Council acceptance.

D. A parent or guardian of a Tribal Citizen child or a legally incompetent person that wishes to disenroll the child or the legally incompetent person shall submit a notarized form requesting such relinquishment to the Enrollment Office. The Enrollment Office shall file the request with the Tribal Court. The child or legally incompetent person shall remain a Citizen of the Tribe until a final order of the Tribal Court is issued that relinquishes the Tribal Citizenship status. Such decisions by the Tribal Court shall be based upon the best interest of the child or legally incompetent person.

(Source: WOS 2008-006, May 31, 2008, Section X)

2.111 RE-ENROLLMENT

A. According to the LTBB Constitution, Article V(E):

1. *Minor Re-Enrollment*
Any minor whose membership has been relinquished by a parent(s) or legal guardian, shall be eligible for re-enrollment at any time after reaching the age of eighteen (18). A minor may be re-enrolled before reaching the age of eighteen (18) upon recommendation of the Tribal Court and approval of the Tribal Council.

2. *Re-Enrollment*
Once removed from the Tribal membership roll, an adult individual shall not be eligible for re-enrollment for a period of five (5) years.

B. A person requesting re-enrollment who is a least eighteen (18) years of age shall be eligible to file a petition for re-enrollment any time after turning the age of eighteen (18) and does not need to wait until the expiration of the five (5) year waiting period.

C. A parent or guardian may file a petition for re-enrollment of a child that has previously had their Citizenship relinquished. The Tribal Court shall consider the reasons for the original relinquishment and determine if changes have occurred to set aside the relinquishment. The re-enrollment Tribal Citizenship status shall become effective upon approval of the Tribal Court.

(Source: WOS 2008-006, May 31, 2008, Section XI)

2.112 CITIZENSHIP ROLL

A. According to the LTBB Constitution, Article V(G):

1. *The Executive Branch shall maintain the official Tribal roll of all Tribal members.*

2. *Membership shall be final upon affirmative vote of a majority of the full Tribal Council, provided that the Tribal Council must accept or reject new membership applications within sixty (60) days of receipt of recommendations from appropriate staff and committees.*

3. *The Executive Branch shall prepare and submit an annual report to the Tribal Council on the past year's changes to the membership roll.*

B. Once a year the Executive Branch shall submit a report to the Tribal Council which shall contain:

1. The total number of Citizens.

2. The total number of Citizen's deaths during the reporting period.

3. Number of individuals under one (1) year of age who enrolled during the reporting period.

(Source: WOS 2008-006, May 31, 2008, Section XII)

2.113 DISENROLLMENT

A. According to the LTBB Constitution, Article V(H):

1. *No person on the March 31, 2003 roll may be involuntarily disenrolled unless they are shown to have knowingly presented falsified documents or unless they are a member of another federally recognized Tribe.*

2. *Other members may not be disenrolled unless the Tribal Council determines by an affirmative vote of at least seven (7) of the nine (9) members of the Tribal Council that such persons do not meet the eligibility requirements of this Article.*

3. *No enrolled Tribal member who meets the eligibility requirements in this Article shall be subject to disenrollment.*

4. *No person may be disenrolled unless they are first notified in writing of the reason(s) that their eligibility is in question, and given one hundred eighty (180) days after such notification to present documentation and arguments to the Tribal Council. Upon request of the individual or after one hundred eighty (180) days, the Tribal Council shall give such person a fair hearing before the Council. The Tribal Council shall give such person at least thirty (30) days written notice before the hearing on their case before the Tribal Council. Until disenrollment is finalized, the individual shall have all rights of a Tribal member including services and any monetary entitlements. The hearing shall be open unless the member in question requests that the hearing be held in closed session.*

B. The burden of proof in disenrollment actions rests with the Tribe.

C. The Enrollment Office shall initiate research on the eligibility of a Tribal Citizen upon receipt of plausible information that may lead them to believe that they were presented with knowingly falsified documentation or evidence that the individual in question has enrolled in another Federally Recognized Tribe.

D. After completion of research by the Enrollment Office, the findings shall be presented to the Citizenship Commission. If the Citizenship Commission determines that disenrollment actions should proceed, a Citizen identified as subject to disenrollment shall be notified by the Enrollment Office by certified mail, return receipt requested, of the intent to disenroll.

E. The Enrollment Office shall forward any Citizenship Commission's determination of intentional fraud or falsifying of documents to the Tribal Prosecutor for potential violation of a Civil Infraction.

F. An erroneous enrollment is one where the applicant did not submit adequate documentation proving he/she met the constitutional criteria at the time of enrollment. This

"erroneous enrollment" may have resulted from fraudulent submissions, mistakes in blood degree computations or inadequate research. There shall be a presumption that the level of documentation submitted was considered adequate under Tribal practice at the time of the enrollment unless there is proof to the contrary in Tribal law and/or written procedures.

G. Persons of this section who have been disenrolled may submit new applications for Citizenship when adequate documentation of eligibility has been obtained. Such applications will be processed as though the individual had not previously been a Citizen.

(Source: WOS 2008-006, May 31, 2008, Section XIII)

2.114 RIGHT OF APPEAL

A. According to the LTBB Constitution, Article V(H)(5):

1. *Any person whose application for membership has been denied, or who has relinquished or been disenrolled, shall have a right of appeal to the Tribal Judiciary within one (1) year of such action.*

2. *Such appeal rights do not extend to any person whose petition for membership by adoption in the Little Traverse Bay Bands of Odawa Indians has been denied.*

3. *Nothing in this section is intended to prevent a person whose application has been denied from reapplying for membership at some future date.*

B. Eligible Appellants.

The following persons shall be eligible to file an appeal:

1. Any applicant who has been determined ineligible for Citizenship; provided however, that a person who has filed a petition for adoption into Citizenship has no right to an appeal; OR

2. Any person who has been disenrolled.

C. Timing of Appeal

Each notice of determination of ineligibility or disenrollment shall provide that an appeal must be received within one (1) year of the receipt of the notice in order to be considered. The date stamped on the receipt of the certified letter shall be considered the beginning of that period.

D. Filing of Appeal

The notice of appeal must be filed with the Tribal Judiciary. The date the appeal is received in the Tribal Court office shall be considered its date of receipt. An appeal must be in writing. No appeal may be filed by any form of electronic communication. Failure to file an appeal within one (1) year shall waive any right to an appeal.

E. Handling of Appeal

1. Upon receipt of an appeal, the Tribal Judiciary shall obtain a copy of the applicant's file from the Enrollment Office for review.

2. The Tribal Judiciary shall schedule a hearing on the appeal not less than sixty (60) days, or more than one hundred eighty (180) days, from the date of receipt of the appeal.

3. The Tribal Judiciary shall base its decision upon the documents available to the Citizenship Commission and the Tribal Council and shall not consider any new evidence, or evidence that was unavailable to the Citizenship Commission and/or the Tribal Council, at the hearing.

4. The Tribal Judiciary shall notify the Enrollment Office of its decision within a written Order by the Judiciary. The decision of the Tribal Judiciary shall be final, with no other appeals. The determination of Citizenship status or non-Citizenship status will take effect upon the receipt by the Enrollment Office of such Order.

(Source: WOS 2008-006, May 31, 2008, Section XIV)

2.115 TRIBAL COUNCIL

A. *Membership shall be final upon affirmative vote of a majority of the full Tribal Council,*

provided that the Tribal Council must accept or reject new membership applications within sixty (60) days of receipt of recommendations from appropriate staff and committees. LTBB Constitution, Article V(G)(2).

1. The Enrollment Office shall submit their recommendation to Tribal Council to either approve or disapprove an application for enrollment along with appropriate documentation. In order for Tribal Council to vote on the recommendation, there shall not be a vacant seat on Tribal Council, or where the Legislative Leader is acting as Chair and is not considered a Tribal Council Member.

(Source: WOS 2015-004, March 19.2015, Section XV)

2. The Tribal Council will inform the Enrollment Office of either their approval or disapproval of an application. Upon such notification, the Enrollment Office will give notice to the applicants of either their acceptance into Citizenship or their non-acceptance by certified mail. If an applicant is determined ineligible, then the Enrollment Office will also provide information on the applicant's right to appeal by providing a copy of this Statute. Such ineligible applicants shall also be advised that a new application may be submitted when the needed documentation of eligibility has been obtained. An individual who petitions for adoption into Citizenship shall not have the right to appeal.

3. The Tribal Council shall have sixty (60) days in which to either approve or disapprove an application. Tribal Council may utilize phone-polls in order to accommodate the deadline. If the Tribal Council has not acted on the application within receipt of the application within sixty (60) days, then the recommendations of the Enrollment Office and Citizenship Commission shall stand.

4. The Tribal Council shall not have discretion to override Enrollment denials made by the Enrollment Office and Commission provided such denials are based on lack of proper documentation required by law.

(Source: WOS 2008-006, May 31, 2008, Section XV)

2.116 TRIBAL CITIZENSHIP COMMISSION

The appointment, organization and functioning of the Citizenship Commission shall be governed by their specific statute.

(Source: WOS 2008-006, May 31, 2008, Section XVI)

2.117 APPLICATION FOR ENROLLMENT

A. All persons not currently listed on the Tribal roll must file an enrollment application. Applications for minors or incompetents must be filed by parents or legal guardians. A separate application must be filed by each individual seeking enrollment.

B. All enrollment applications must be filed with the Enrollment Office.

C. Each enrollment application must be completed in its entirety and must contain required personal information to properly determine the applicant's eligibility for enrollment.

D. If an application is not complete or all required documents are not included, the Enrollment Office shall return the originals to the sender with a letter clearly explaining the deficiencies.

E. Each application shall be initially examined within one-hundred and eighty (180) days of its receipt to the Enrollment Office and a determination shall be made for one of the following:

1. The applicant is eligible for Tribal Citizenship;
2. The applicant is ineligible for Tribal Citizenship; or
3. Additional documentation and/or research is needed.

(Source: WOS 2008-006, May 31, 2008, Section XVII)

2.118 REPORT REQUIREMENTS

It is the responsibility of all adult Tribal Citizens and non-Citizen guardians of minor or incompetent Tribal Citizens, on behalf of themselves and any minor or incompetent Tribal Citizens under their care, to report all status changes to the Enrollment Office including change of address, deaths in the family and change of name.

(Source: WOS 2008-006, May 31, 2008, Section XVIII)

2.119 RECORDS

A. Records collected or retained by the Enrollment Office shall be maintained by the following:

1. All manual enrollment files shall be kept in areas that have posted appropriate warnings stating that access to the records is limited to authorized persons.

2. During working hours, the area in which the records are maintained or regularly used shall be occupied by authorized personnel or the access to the records shall be restricted by their storage in locked cabinets in a locked room.

3. During non-working hours, access to the records shall be restricted by their storage in locked cabinets in a locked room.

4. Computer Records that are maintained on computer shall have limited access to only those staff or personnel with written authority of the Tribal Council or Tribal Administrator as designated by Tribal Council. When maintained in computerized form, enrollment files and records shall be maintained subject to adequate safeguards.

B. The following persons are authorized to review and handle enrollment records when in the discharge of their official duties upon being sworn to taking an oath of confidentiality. All of the individuals listed below, whose duties require handling of records are subject to this Statute and at all times shall take care to protect the integrity, security, and confidentiality of all citizenship files and documentation:

1. Enrollment Officer.
2. Authorized Enrollment Staff.
3. Members of the Citizenship Commission.
4. Members of the Tribal Judiciary.
5. Members of the Tribal Council.
6. LTBB Legal Department.

C. No records contained in enrollment files may be disclosed by any means of communication to any person, or another agency, except pursuant to a written request by, or with the prior written consent of the individual to who the record pertains, except:

1. For purposes of the Bureau of the Census for planning or carrying out a census or survey or related activity pursuant to the provision of Title 13 of the United States Code.

2. To a recipient who has provided the Enrollment Officer, or other person responsible for the record system in which the documents contained in the enrollment files are maintained, with advance adequate written assurance that the records will be used solely as a statistical research or reporting record, and the records are to be transferred in a form that is not individually identifiable.

3. To a person pursuant to a showing of compelling circumstances affecting the health or safety of an individual if upon such disclosure notification is transmitted to last known address of such individual.

4. Pursuant to the order of the Tribal Court upon showing of good cause or compelling circumstances.

5. A list of enrolled citizen's names and addresses may be included in a Directory prepared by the Enrollment Office in accordance with this Statute. The Directory of Citizens' names and addresses or mailing labels of the same may be provided to any Tribal citizen or employee of the Tribe making such request.

6. Information submitted to the State of Michigan to implement the terms of Agreements made between the State and the Tribe.

7. Information submitted to the State of Michigan, or any other sovereign entity or agency representing a sovereign entity, to implement the terms of any agreement authorized by the Tribal Council between the Little Traverse Bay Bands of Odawa Indians and a sovereign entity regarding the sovereign entity's` acceptance of Tribal identification cards.

8. Information supplied by the Enrollment Office to the Economic Development Department for the purpose of implementing a swipe card system to aid in the

implementation of any tax agreement authorized by the Tribal Council between the Little Traverse Bay Bands of Odawa Indians and any other governmental entity, or for such other purposes as may be authorized by the Tribal Council.

9. Release of copies of tribal identification cards, social security cards or numbers and birth certificates to the Director of LTBB Human Services for Tribal children who have been placed outside the home of their parent or guardian by any court. A written certification by the Human Services Director is acceptable evidence of such out-of-home placement. Human Services may provide such information to foster parents or agencies as needed to protect the interests of the child.

10. Release to the LTBB Human Services, LTBB Legal Department, LTBB Prosecutor, or any other attorney representing LTBB, of any information needed to verify the LTBB Citizenship or eligibility status of children who have foster care, guardianship or any potential out-of-home placement proceedings pending before any state or tribal court.

11. Release of information regarding active enrollment status of a Citizen to another Federally Recognized Indian Tribe or the Bureau of Indian Affairs when requested by a duly authorized official of the requesting tribe or agency.

12. Release of information to a law enforcement agency pursuant to a valid court order or subpoena.

13. Release of information regarding LTBB citizenship to the Accounting Department for the purpose of implementing or facilitating any revenue allocation plan enacted by the Tribal Council.

14. Release of information to the Tribal Trust Fund Board for determination of eligibility for payments to Tribal Citizens.

15. Release of information to the Tribal Election Board for determination of eligibility to run for election, register to vote, signing of petitions and other purposes required by the Election Board to carry out its Constitutionally mandated duties.

D. An adopted person's eligibility for enrollment is determined through one or both of the

natural parents. Documentary evidence submitted to support an adopted person's application must show relationship to the natural parent through whom eligibility for enrollment is determined. The information concerning adopted persons shall be recorded as confidential and shall not be made available to any other person. This information shall be stored in locked file cabinets and adequate safeguards shall be installed to ensure that the confidentiality of these records shall not be violated.

E. Where a record is disclosed to any person, or to another agency, under any of the specific exceptions provided by this section. An accounting shall be made. The accounting shall record who requested the disclosure, the date, nature and purpose for each disclosure, and of the person or persons of whom the disclosure was about. Accounts shall be recorded; the date and time of all disclosures of a record shall be made when records are accessed.

F. Tribal Citizens may obtain photo copies of documents in their own enrollment file. A Tribal Citizen can only access information in other Citizen's files with written authorization of the Citizen. When requested by the mother, father, son, daughter, brother or sister of a deceased Citizen, that deceased Citizen's birth certificate or death certificate may be copied and released to that relative. Any other release of documents from the file of any deceased Citizen must be authorized by an order of the Tribal Court. Pursuant to this Statute, documents in one Citizen's folder may be used to prove the eligibility of an applicant or of another Citizen whose eligibility is in question. The Enrollment Office may set and collect reasonable fees for collecting and/or copying records.

G. A Tribal directory shall be published at least once every four (4) years as follows:

1. The Enrollment Office is authorized to prepare a directory that includes the names and addresses of adult Citizens of the Tribe unless they decline inclusion or they have no known address.

2. A copy of the Tribal Citizenship Directory shall be provided to Tribal Citizens upon request. The Enrollment Office may charge a nominal fee to cover its cost.

3. The Tribal Directory may not be quoted from, published, reproduced, or displayed, in whole or in part, without the written permission of the holder of the original copy. This copy may not be sold or given to other persons who are not Tribal Citizens.

H. A list containing only the names of all adult Tribal Citizens shall be public and available to Tribal Citizens upon request.

(Source: WOS 2008-006, May 31, 2008, Section XIX)

2.120 FALSE ACTIONS; CIVIL INFRACTION

Any party who knowingly submits fraudulent documents to the Enrollment Office or makes fraudulent statements on any documentation submitted to the Enrollment Office, or any party who aids or abets such a false action, may be found liable for a Civil Infraction and may be subject to a fine not to exceed $5,000.

(Source: WOS 2008-006, May 31, 2008, Section XX)

2.121 BURDEN OF PROOF

A. The burden of proof is on the applicant to prove his/her eligibility for Tribal Citizenship through required documentation.

B. For removal of Tribal Citizenship the burden of proof lies with the Tribe.

C. The burden of proof for all proceedings under this Act, unless otherwise indicated, shall be that of a preponderance of evidence.

(Source: WOS 2008-006, May 31, 2008, Section XXI)

2.122 SAVINGS CLAUSE

In the event that any section, subsection or phrase of this Statute is found by a court of competent jurisdiction to violate the Constitution or laws of the Little Traverse Bay Bands of Odawa Indians, such part shall be considered to stand alone and to be deleted from this Statute, the entirety of the balance of the Statute to remain in full and binding force and effect so long as the overall intent of the Statute remains intact.

(Source: WOS 2008-006, May 31, 2008, Section XXII)

2.123 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval which ever comes first or if the Executive vetoes the Statute, then upon Tribal Council override of the veto.

(Source: WOS 2008-006, May 31, 2008, Section XXIII)

Chapter 2. Citizenship Commission

2.201 SHORT TITLE AND PURPOSE

A. Short Title

This Statute shall be cited as the "Citizenship Commission Statute"

B. Purpose

The purpose of the Citizenship Commission is to uphold the Little Traverse Bay Bands Constitution and Enrollment Statute and to ensure an accurate, objective, expedient, and fair enrollment process by reviewing applications and assisting the Enrollment Office with difficult enrollment issues.

(Source: WOS 2011-011, May 13, 2011, Section I)

2.202 DEFINITIONS

A. "Commission" shall mean the Citizenship Commission.

B. "Department" shall mean the Enrollment Department

C. "LTBB" shall mean the Little Traverse Bay Bands of Odawa Indians

(Source: WOS 2011-011, May 13, 2011, Section II)

2.203 CREATION OF THE CITIZENSHIP COMMISSION

The Tribal Council hereby creates the Citizenship Commission and it shall be composed of not more than five (5) Commissioners, within the Executive Branch.

(Source: WOS 2011-011, May 13, 2011, Section III)

2.204 APPOINTMENT OF COMMISSIONERS

A. Appointments of Commissioners. Members of the Commission shall be Tribal Citizens at least eighteen years of age as nominated by the Executive and appointed by the Tribal Council

B. Term and compensation. Members of the Commission shall be appointed to serve for three (3) year terms. Members may be reappointed for additional terms without limitation.

C. Officers.

1. The Members shall appoint from among themselves one of the Members to serve as Chairperson and another as Secretary and/or Treasurer for a two (2) year term. There shall be no limit on the number of terms a Chairperson or Secretary and/or Treasurer may serve.

2. A Commission, Board or Committee Member shall not be the Chairperson or chair a meeting if the department director, assistant director, co-director, Tribal Chairperson, Tribal Vice-Chairperson, Legislative Leader or Tribal Chief Judge is an immediate family member.

D. Compensation. The Tribal Council may determine and authorize compensation to be paid to members of the Commission based upon the Tribal Council's determination of the time to be expended upon Commission duties and the qualifications of the appointed Commissioners.

E. Oath of Office. Upon appointment, the Tribal Court shall administer the oath of office to the members of the Commission which oath of office shall include a commitment to uphold the Constitution and laws of the Little Traverse Bay Bands of Odawa Indians and to

perform faithfully and diligently the duties and responsibilities set forth in this Statute.

F. Vacancies. In the event a vacancy occurs in the Commission, by virtue of death, resignation or removal, the Tribal Council shall appoint a qualified Tribal Citizen to fill the remaining term of office as nominated by the Executive.

G. Removal. Members may be removed in accordance with applicable laws**.**

H. Ethics. Commissioners shall follow Constitutionally Mandated Rules of Conduct for Officials of Tribal Government or any other approved ethical standards.

(Source: WOS 2011-011, May 13, 2011, Section IV)

2.205 DUTIES AND AUTHORITY OF THE CITIZENSHIP COMMISSION

A. The Commission shall have the following duties and authority:

1. To review enrollment applications.

2. To assist the Enrollment Officer upon request with files that require a blood quantum change provided that additional documents have been received from one of the following: Bureau of Indian Affairs, LTBB Department or affected Tribal Citizen.

3. To consider other documentation that may prove descendent eligibility.

4. To approve and sign applications provided that file has been reviewed and that the information contained in the file is correct.

5. To submit approved files with at least two Commissioner's signatures to Tribal Council.

6. Formal action by the Commission shall be required for blood quantum changes.

7. Make recommendation to the Tribal Council for any disenrollment.

(Source: WOS 2011-011, May 13, 2011, Section V)

2.206 MEETINGS AND EMERGENCY MEETINGS

A. Regular scheduled meetings shall be held to conduct business and to review applications.

B. An emergency meeting shall be held only for matters involving applications that require immediate review due to health issues or child welfare issues.

C. Commissions shall adopt policies for the conduct of their business subject to the approval of the Tribal Council.

(Source: WOS 2011-011, May 13, 2011, Section VI)

2.207 PHONE POLLS

The Commission Secretary or designee may authorize in writing the Enrollment Officer to conduct a phone poll as allowed by applicable law.

(Source: WOS 2011-011, May 13, 2011, Section VII)

2.208 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2011-011, May 13, 2011, Section VIII)

2.209 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval

whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.
(Source: WOS 2011-011, May 13, 2011, Section IX)

Chapter 3. William Ray Kiogima and Helen Agnes Kiogima Noozwin Act

2.301 PURPOSE

The right of an individual to choose what they are called by others is a fundamental human right that has been practiced for as long as the Odawak have given themselves names. There have been cultural, spiritual, traditional, and personal reasons for name changes throughout our history and many people have carried four or more names at one time. This Statute is hereby enacted to enable Tribal Citizens the opportunity to have multiple names and change their name.

(Source: WOS 2006-001, January 8, 2006, Section I)

2.302 DEFINITIONS

The "**Tribe**" shall mean the Little Traverse Bay Bands of Odawa Indians.

A. "**Noozwin**" shall mean what a person is called by others.

B. "**Name**" shall mean what a person is called by others.

(Source: WOS 2006-001, January 8, 2006, Section II)

2.303 APPLICATION

A citizen of the Tribe shall have the authority to:

A. choose their own name and;

B. have more than one name and;

C. choose what titles, prefixes or suffixes if any may or may not be added to their name and;

D. choose whether or not humans may use noozwin that is not their legal identity and;

E. choose which name shall be used for legal identity

(Source: WOS 2006-001, January 8, 2006, Section III)

2.304 CONDITIONS

The Tribal Executive shall:

A. publish legal identity name changes of adults and;

B. maintain a database of at least

C. keep a history of each Tribal Citizen's legal identity and;

D. establish fees that do not exceed $15.00 for name changes including the fee for a new Tribal Identity card.

(Source: WOS 2006-001, January 8, 2006, Section IV)

2.305 REGULATIONS REQUIRED

The Tribal Executive shall:

A. Establish Tribal Codes of Regulation to implement this statute.

(Source: WOS 2006-001, January 8, 2006, Section V)

2.306 EXECUTIVE AUTHORITY

A. The Tribal Executive is hereby mandated to implement this Act and to enforce all

approved Tribal Codes of Regulation.

(Source: WOS 2006-001, January 8, 2006, Section VI)

2.307 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2006-001, January 8, 2006, Section VII)

2.308 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval which ever comes first and approval of Tribal Regulations.

(Source: WOS 2006-001, January 8, 2006, Section VIII)

TITLE III. ELECTIONS

Chapter 1. Election Board

3.101 PURPOSE

The Election Board conducts all general and special elections and adopts rules and regulations governing elections. This Statue repeals and replaces Waganakising Odawak Statute 2010-019 and previous Statutes WOS 2004-06 and 2006-026 and any and all previous Statutes.

(Source: WOS 2012-020, November 15, 2012, Section I)

3.102 AUTHORITY

A. The Election Board is an independent entity created by the Constitution and shall be adequately funded to fulfill its purposes.

B. The Election Board shall have the authority to employ their own staff to fulfill their duties.

C. The Election Board shall prepare and present an annual budget directly to the Tribal Council for funding which will be based on the need to fulfill its duties.

D. The Election Board shall conduct all general and special elections.

E. The Election Board shall adopt rules and regulations governing elections. These rules may be amended as needed; however, no amendments to such rules and regulations can take effect while an Election is in progress. Such rules and regulations shall be posted on the Tribal website and within the Administrative/Governmental building.

F. The Election Board shall adopt rules and regulations governing Regular, Special and Emergency meetings, minutes and phone-polls. These rules may be amended as needed; however, no amendments to such rules and regulations can take effect while an Election is in progress. Such rules and regulations shall be posted on the Tribal website and within the Administrative/ Governmental building.

(Source: WOS 2012-020, November 15, 2012, Section II)

3.103 COMPOSITION, APPOINTMENTS, OATH OF OFFICE, VACANCIES, AND REMOVAL OF ELECTION BOARD

A. Composition

1. The Election Board shall be nominated by the Chair and appointed by Tribal Council and shall consist of five (5) enrolled Tribal Citizens, eighteen (18) years of age or older who meet the voting eligibility requirements.

2. Two or more members of the same immediate family, as defined in the Constitution, shall not serve on the same Election Board at the same time. Although not included in the constitutional definition of immediate family, Citizens related as son-in-law, daughter-in-law, and persons who reside within the same household of the member cannot serve on the same Election Board at the same time.

3. Election Board Officers - The Election Board shall organize itself with a Chairperson, Vice-Chairperson and a Secretary/Treasurer.

4. Election Board members cannot be candidates for any Tribal elected position while serving on the Election Board.

B. Appointment and Terms

1. The initial appointment of the Election Board will be for staggered terms consisting of two (2) two year terms and three (3) four year terms. The terms thereafter shall be for four (4) years.

2. There shall be no limit on reappointment.

3. Election Board members shall serve on no more than two (2) Tribal Boards or Commissions simultaneously.

4. Members will serve until their successors are appointed and sworn in.

C. Oath of Office

1. Election Board Members are to be sworn in under an oath of office prepared and administered by the Tribal Court within thirty (30) days of their appointment.

2. Election Board members shall be subject to the Constitutionally Mandated Rules of Conduct for Officials of Tribal Government.

D. Vacancies

In the event a vacancy occurs on the Election Board by virtue of death, resignation, or removal, the Chair shall nominate and the Tribal Council shall appoint a Tribal Citizen who meets the eligibility requirements for the remainder of the unexpired term.

E. Removal of Members of Election Board Upon presentation of a petition signed by at least one hundred (100) members alleging neglect of duties or intentional wrongdoing, and a hearing where the accused is afforded proper due process, the Judiciary may remove Election Board members for good cause.

(Source: WOS 2012-020, November 15, 2012, Section III)

3.104 OATH OF OFFICE

At the first regularly scheduled Tribal Council meeting, at least thirty (30) days following the Election Board's certification of the election results, the Tribal Court shall conduct the swearing in ceremony for the newly elected Officials. Incoming elected Officials terms shall commence, and outgoing Council members' terms shall expire, upon such swearing in.

(Source: WOS 2012-020, November 15, 2012, Section IV)

3.105 AUTHORITY TO REQUEST INFORMATION

The Election Board shall have the authority to request from the Tribal Enrollment Department a list of enrolled Tribal Citizens who have or will have attained the age of eighteen by the Election Date. The list of Tribal Citizens organized in alphabetical order or as nearly so as possible, must include their names, enrollment numbers and addresses as current at the time the list is being issued.

(Source: WOS 2012-020, November 15, 2012, Section V)

3.106 FRIVOLOUS CLAIMS, FILINGS AND LAW SUITS

All claims, filings and law suits arising out of the Constitutional provisions regarding Election and Election Board, this statute, the Tribal Election Regulations or the Election Board Policies and Procedures, for which has been clearly and convincingly shown that have been prosecuted in bad faith for purposes of harassment only, and that there was no reasonable expectation of success on the part of the affirmatively claiming party, shall be liable for reasonable attorney fees incurred in the defense of said frivolous claim, filing or law suit.

(Source: 2012-020, November 15, 2012, Section VI)

3.107 CIVIL AND CRIMINAL OFFENSES AND PENAL PROVISIONS

A. Conflict of Interest

An Election Board member shall recuse him or herself from any certification involving an immediate family member as defined in the Constitution. An Election Board member shall also recuse him or herself from any certification involving a son-in-law or daughter-in-law, or any members of the same household.

B. Bribery of Electors

It is unlawful to knowingly give, cause to be given, or promise to be given, any money to any person as reimbursement for money, or other thing of value, spent by such person in whole or in part for a benefit at any Tribal election; provided, however, that it shall not be unlawful for any candidate personally or through an agent to provide transportation of any voter to the polls.

C. Coercion of Elector

It is unlawful to make use of force, or to request another person to use or threaten force, in order to influence any person's vote in any election, or to prevent any person from voting in any election.

D. Intimidation of Tribal Citizen Employees by Employer

1. It is unlawful for any employer to threaten a Tribal Citizen employee with dismissal from employment, reduction of pay, loss of seniority, transfer, or less favorable working conditions, for the purpose of influencing such employee to vote or refrain from

voting, or to vote for any particular person in any Tribal Election.

2. As used in this section the term "employer" means any entities, or natural persons and their agents, employing Tribal Citizens, including contractual relationships, over which the Tribe may properly exercise criminal jurisdiction.

E. Interference With or Corruption of Election Officer

It is unlawful for any persons to offer or give a bribe, money or any other unduly benefit, to any member of the Election Board, or to influence or attempt to influence any of said officers in the performance of their official duties by means of force, or threats or promise of any nature.

F. Violation of Duty by Election Board

It is unlawful for any member of the Election Board to knowingly and willfully fail or neglect any duty under any part of this statute in the manner prescribed by this statute, or to accept any money or other thing of value from any candidate or from anyone acting or purporting to act on behalf of any candidate. Members of the Election Board shall not endorse any candidate while performing duties under this statute.

G. Tampering With Election Ballots

It is unlawful for persons to tamper with election ballots, tallies, voting materials, or any compilation summaries, or totals of voting results by destroying, defacing, writing on, changing marks or totals, on any such ballots or voting materials or results.

H. Use of Tribal Resources

It is unlawful for any Tribal employee over whom the Tribe may properly exercise criminal jurisdiction to interfere with any Tribal Election campaign by using Tribal resources to actively and overtly encourage and support any candidate, by allowing a candidate access to confidential information, or by providing any candidate any service or thing of value.

I. Penalties

A person convicted of an offense under this section may be sentenced to a jail term not to exceed one hundred eighty (180) days or to a fine not to exceed five thousand dollars ($5,000.00) or to both.

(Source: WOS 2012-020, November 15, 2012, Section VII)

3.108 AMENDMENTS

A. The Election Board may make recommendations to the Tribal Council regarding future amendments to this Statute.

B. No amendments to this Statute can take effect while an election is in progress.

(Source: WOS 2012-020, November 15, 2012, Section VIII)

3.109 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this Statute is found by a court of competent jurisdiction to violate the Constitution, laws or ordinances of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this Statute, the entirety of the balance of the Statute to remain in full and binding force and effect.

(Source: WOS 2012-020, November 15, 2012, Section IX)

3.110 EFFECTIVE DATE

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2012-020, November 15, 2012, Section X)

Chapter 2. Political Solicitation Prohibition Statute

3.201 PURPOSE

This Statute is intended to protect the Tribe including governmental operations, enterprises, employees and Tribal Citizens from individuals attempting to solicit for political purposes.

(Source: WOS 2011-001, February 8, 2011, Section I)

3.202 DEFINITIONS

A. " Solicitation" means to endeavor to obtain an object, or bring about an event; to woo; to court; to persuade or incite one to commit some act; to make a petition; to disturb or trouble; to harass; for political purposes.

B. "Tribal property" means property either owned or leased by the Tribe or property that is held in trust for the benefit of the Tribe.

C. "LTBB or Tribe" means the Little Traverse Bay Bands of Odawa Indians.

D. "Political Purposes" means campaigns, initiatives, referendums, recall, petitions or other election related activities.

(Source: WOS 2011-001, February 8, 2011, Section II)

3.203 SOLICITATION PROHIBITION

A. Soliciting by means of the display or distribution of written or symbolic messages, audio or other communication is prohibited where official Tribal business is transacted or conducted.

B. No person shall solicit any LTBB employee while the employee is performing their official duties.

C. Soliciting is prohibited in all Tribal buildings, excluding Tribal housing property that is either leased or owned by an individual.

D. No person may solicit, including distribute literature of written or printed matter of any kind; wear campaign buttons, signs, pins, stickers, T-shirts, etc.; circulate petitions; or perform similar activities, within 150 feet of the building during which a poll or election is taking place.

E. This Statute shall not prohibit the activity of the candidates' forum sponsored by the election board.

(Source: WOS 2011-001, February 8, 2011, Section III)

F. This Statute shall not prohibit the activities of an Annual Meeting of the Tribal Membership or Special Meetings of the Tribal Membership, as referred to within the Constitution Article I, in accordance to the rule of conduct for membership meetings.

(Source: WOS 2011-010, May 3, 2011, Amendment)

3.204 ENFORCEMENT

A law officer has the authority to issue a notice of violation of trespass citation when:

1. The violation is committed in the officer's presence;

2. An officer investigating the violation has reasonable cause to believe that the alleged perpetrator involved has committed a violation.

(Source: WOS 2011-001, February 8, 2011, Section IV)

3.205 REGULATIONS

Any regulations promulgated or required in accordance with this Statute shall follow the Administrative Procedures Act and be submitted to Tribal Council for approval.

(Source: WOS 2011-001, February 8, 2011, Section V)

3.206 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2011-001, February 8, 2011, Section VI)

3.207 EFFECTIVE DATE

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2011-001, February 8, 2011, Section VIII)

TITLE IV. NATURAL RESOURCES
Chapter 1. Fishing Rules and Regulations for the Treaty Ceded Waters of Lake Superior, Huron, and Michigan

4.101 PURPOSE

On August 17, 1997, the Little Traverse Bay Bands of Odawa Indians' ("LTBB") Tribal Council enacted Waganakising Odawak Statute 1997016 titled "Little Traverse Bay Bands of Odawa Indians Commercial and Subsistence Fishing Rules and Regulations for The Treaty Ceded Waters of Lakes Superior, Huron and Michigan" which replaced Waganakising Odawak Statutes 1995-004 and 1994-001. Subsequent to the enactment of Waganakising Odawak Statute 1997016, LTBB became a party in the Federal Court Case of *United States, et al. v. Michigan*, United States District Court for the Western District of Michigan, Case no: 2:73 CV 26. As

party to that case, LTBB participated in negotiations which culminated in the entry by the Court of a Consent Decree on August 7, 2000 which is binding on LTBB. The Consent Decree states that "[t]he Tribes shall adopt the CORA Charter, Tribal Plan, and Tribal Code for management and regulation of their fisheries. . ."

(Source: WOS 2003-09, December 7, 2003, Section I)

4.102 DEFINITIONS

A. "**Consent Decree**" means the Consent Decree entered by the United States District Court for the Western District of Michigan by Judge Richard Enslen on August 7, 2000 in the case of *United States et al. v. Michigan*, Case No 2:73 CV 26.

B. "**Tribal Code**" means the *Chippewa Ottawa Resource Authority Commercial, Subsistence, and Recreational Fishing Regulations for the 1836 Treaty Ceded Waters of Lakes Superior, Huron, and Michigan*, including any future changes adopted in accordance with the Tribal Plan and the Consent Decree which the Consent Decree mandates the party Tribes adopt.

C. "**Tribal Plan**" means the *Management Plan for the 1836 Treaty Great Lakes Waters* adopted by the Tribes and attached to the Consent Decree as Appendix B, including any future changes adopted in accordance with the Tribal Plan and the Consent Decree.

(Source: WOS 2003-09, December 7, 2003, Section II)

4.103 REPEAL AND REPLACEMENT OF PRIOR LEGISLATION

A. Waganakising Odawak Statute 1997016 is repealed and replaced by the Tribal Code defined in Section II of this Statute.

(Source: WOS 2003-09, December 7, 2003, Section III)

4.104 SAVINGS CLAUSE

In the event that any phrase, part, provision, paragraph, subsection or section of the Tribal Code

as defined in and adopted under this Statute is found by a court of competent jurisdiction to violate the Constitution or laws of the Little Traverse Bay Bands of Odawa Indians, such phrase, part, provision, paragraph, subsection or section shall be considered to stand alone and to be deleted from this Statute, the entirety of the balance of the Statute to remain in full and binding force and effect.

(Source: WOS 2003-09, December 7, 2003, Section IV)

4.105 EFFECTIVE DATE

This Statute takes effect immediately upon enactment.[December 7, 2003]

(Source: WOS 2003-09, December 7, 2003, Section V)

NOTE: The *Chippewa Ottawa Resource Authority Commercial, Subsistence, and Recreational Fishing Regulations for the 1836 Treaty Ceded Waters of Lakes Superior, Huron, and Michigan* adopted by the Little Traverse Bay Bands under this Title IV, Chapter 1 (WOS 2003-09) is printed below. The document is subject to periodic revision by the Chippewa Ottawa Resource Authority. Tribal member commercial and subsistence fishers and Court personnel can obtain updates through the LTBB Natural Resources Department.

CHIPPEWA OTTAWA RESOURCE AUTHORITY COMMERCIAL, SUBSISTENCE, AND RECREATIONAL FISHING REGULATIONS FOR THE 1836 TREATY CEDED WATERS OF LAKES SUPERIOR, HURON, AND MICHIGAN

PART ONE: GENERAL MATTERS

SECTION I. PURPOSE.

These Regulations are adopted to govern the commercial, subsistence, and recreational fishing activities of members of the Bay Mills Indian Community, the Grand Traverse Band of Ottawa and Chippewa Indians, the Little River Band of Ottawa Indians, the Little Traverse Bay Bands of

Odawa Indians, and the Sault Ste. Marie Tribe of Chippewa Indians in exercising the Great Lakes fishing rights reserved by the Tribes in the Treaty of March 28, 1836. These Regulations are intended to ensure conservation of the fishery resource for future generations of the Tribes and to ensure safe fishing practices.

SECTION II. SCOPE AND APPLICATION.

These Regulations apply to the commercial, subsistence, and recreational fishing activities of all enrolled members of the Tribes in the 1836 Treaty waters and are in compliance with and implement the Consent Decree and the Management Plan.

SECTION III. DEFINITIONS.

The following terms have the meanings indicated:

(a) "**1836 Treaty waters**" means all waters of Lake Huron, Lake Michigan, LakeSuperior, and connecting waters, which are within the area ceded in Article First of the Treaty of March 28, 1836, 7 Stat. 491.

(b) "**Break wall**" means a man-made barrier that breaks the force of waves, as before a harbor.

(c) "**BSD**" means Biological Services Division, which is the biological staff of CORA.

(d) "**Commercial fishing**" means a fishing activity engaged in for the purpose of sale of fish or parts of fish.

(e) "**Consent Decree**" means the Consent Decree entered in United States v. Michigan, W.D. Mich. Case No. 2:73 CV 26 on August 8, 2000, including any future modifications made by the Court.

(f) "**CORA**" means the Chippewa Ottawa Resource Authority, an organization formed by the Tribes which has been delegated certain management and regulatory authority, including

the authority to promulgate these Regulations.

(g) "**Director**" means the Director of the BSD.

(h) "**Enforcement Officer**" means:

(1) any conservation officer or game warden of a Tribe; or

(2) any conservation officer of the Michigan Department of Natural Resources; or

(3) any enforcement agent of the Bureau of Indian Affairs or the United States Fish and Wildlife Service authorized to enforce the provisions of Title 25, Code of Federal Regulations, Part 249; or

(4) any person authorized by a Tribe's ordinance to enforce these Regulations, including enforcement officers of the Great Lakes Indian Fish and Wildlife Commission if authorized by ordinance of a Tribe; or

(5) any other person authorized by CORA to enforce these Regulations.

(i) "**Fishing**" or "**fishing activity**" means fishing for, catching, or taking any species of fish, or attempting to fish for, catch, or take any species of fish from 1836 Treaty waters, including all related activities which occur in or on the water or ice, until such time as the vessel or vehicle is moored, tied up, or grounded.

(j) "**Gill net**" means a wall of webbing held vertically in the water by weights and floats, and designed to capture fish by means of entanglement.

(k) "**GLRC**" means the Great Lakes Resources Committee, the committee of CORA charged with promulgating these Regulations and making other management decisions concerning Tribal fishing in the 1836 Treaty waters.

(l) "**Grid**" means a geographical unit based on ten (10) minutes of latitude by ten (10) minutes of longitude and commonly used by Tribal, State, provincial, and federal governments for reporting fishery statistics. For the purpose of these Regulations, the area of a grid shall

include only those portions of a grid that are within the boundaries of the State of Michigan and the 1836 Treaty waters.

(m) "**Impoundment net**" means a net designed to capture fish by deflection and to retain them in a live condition until removed (e.g., trap, pound, fyke, or hoop nets, etc.).

(n) "**Large mesh gill net**" means a gill net having a diagonal stretch mesh measurement of four and one-half (4.5) inches or greater.

(o) "**Management Plan**" means the *Management Plan for the 1836 Treaty Great Lakes Waters* adopted by the Tribes and attached to the Consent Decree as Appendix B, including any future changes adopted in accordance with the Management Plan and the Consent Decree.

(p) "**Maps**" means the attached maps of 1836 Treaty waters which depict various types of zones, management units, refuges, and other areas defined in these Regulations.

(q) "**Mile**" means statute mile.

(r) "**Pier**" means a permanent man-made structure built for use by the public extending from land out over the water.

(s) "**Recreational fishing**" means fishing activity conducted in accordance with Section XVII of these Regulations.

(t) "**Regulations**" or "**these Regulations**" means the provisions of this document, including any subsequent modifications or amendments and, for jurisdiction and enforcement purposes, any Tribal regulations adopted in accordance with Section XXIV and any order of the Director issued under Section XXV.

(u) "**Round weight**" means the total weight in pounds of fish prior to any form of processing, dressing, or eviscerating, and includes the weight of the head, entrails, and skin.

(v) "**Seine**" means a net used to enclose fish when its ends are pulled together and are drawn to shore or to a vessel.

(w) "**Small mesh gill net**" means a gill net having a diagonal stretch mesh measurement of two and one-half (2.5) through three (3.0) inches.

(x) "**Subsistence fishing**" means a Treaty fishing activity solely to provide fish for personal or family consumption and not for sale or exchange, but does not include recreational fishing.

(y) "**Trap net**" means an impoundment net consisting of a lead, heart, tunnel, and pot or crib, the webbing of which is held on the lake bottom by leads and upright in the water by floats and held in place by anchors.

(z) "**Tribes**" (or individually, "**Tribe**") means the five (5) Tribes who are members of CORA: the Bay Mills Indian Community ("Bay Mills"), Grand Traverse Band of Ottawa and Chippewa Indians ("Grand Traverse"), Little River Band of Ottawa Indians ("Little River"), Little Traverse Bay Bands of Odawa Indians ("Little Traverse"), and Sault Ste. Marie Tribe of Chippewa Indians ("Sault Tribe").

(aa) "**Unattended nets**" means nets which have been tagged by an enforcement officer as such for at least four (4) days, except when fishing through the ice, which the fisher refuses to tend upon reasonable notice from an enforcement officer, or nets which contain entirely decayed fish.

PART TWO: ZONES

SECTION IV. COMMERCIAL FISHING ZONES.

Subject to the provisions of these Regulations, including its closures and restrictions, the following waters are open to Tribal commercial fishing by members of one or more of the Tribes:

(a) The tribal zones described in Section V.

(b) The intertribal zones described in Section VI.

(c) The trap net zones described in Section VII.

SECTION V. TRIBAL ZONES.

(a) General Provisions. Tribal zones are established as provided in this Section. Except as may otherwise be provided in the Consent Decree or the Management Plan, and subject to these Regulations, each Tribe, within all or any portion of its tribal zone, may prohibit commercial fishing or subsistence fishing by fishers from other Tribes, or allow commercial or subsistence fishing by members of other Tribes by issuance of permits to such fishers. Permits may impose restrictions on commercial fishing in the Tribe's tribal zone by fishers from other Tribes that are in addition to or more restrictive than those contained in these Regulations. The following fishing activities are prohibited in tribal zones:

(1) Fishing in the tribal zone of a Tribe when such activity has been prohibited by that Tribe.

(2) Fishing in the tribal zone of a Tribe without a permit from that Tribe when such permit is required.

(3) Fishing in the tribal zone of a Tribe in violation of any permit condition or regulation imposed by that Tribe.

(b) Little Traverse Tribal Zone.

(1) Description: Lake Michigan grids 517 through 519, the southeast quarter (SE¼) of grid 314, and the south half (S½) of grid 415.

(2) Regulations: Subject to the other provisions of these Regulations, the following regulations apply in this zone:

(i) Commercial fishing in grid 518 shall be:

(A) Open to trap net fishing year round;

(B) Closed to large mesh gill net fishing except as follows:

a. From October 1 through April 30 west of a line running from Townline Road on the south to the Stuttsmanville Road tower on the north; and

b. From May 1 through September 30 west of a line from Nine Mile Point on the south to Seven Mile Point on the north.

(ii) Large mesh gill net operations in the south half (S½) and northeast quarter (NE¼) of grid 517 and that portion of grid 518 in which large mesh gill net commercial fishing is permitted shall not exceed 12,000 feet of large mesh gill net in the water at any time.

(iii) Fishing for yellow perch in the portion of grid 518 described in Section XIV(a)(4) is permitted subject to the provisions of Section XIV.

(c) Grand Traverse Tribal Zone.

(1) Description: Lake Michigan grids 615, 616, 712 through 716, 812 through 816, 911 through 916, 1011, and the south half (S½) of grid 614.

(2) Regulations: Subject to the other provisions of these Regulations, the following regulations apply in this zone:

(i) Trap net operations. This zone is open to trap net operations year round except for grids 915 and 916.

(ii) Large mesh gill net operations:

(A) Grids 615, 616, 715, 716, the south half (S½) of grid 614, and the northern portion of grids 815 and 816 extending one (1) mile south from their northern boundary shall be open year round to large mesh gill net

fishing.

(B) Grids 712 and 713 shall be open to large mesh gill net fishing from the day after Labor Day through June 15.

(C) Grid 714 shall be open to large mesh gill net fishing from the day after Labor Day through April 30.

(D) In grids 712, 713, and 714, large mesh gill nets shall be set at depths of thirty (30) feet or deeper from January 1 through April 30 and from the day after Labor Day through September 30, except when fishing for salmon pursuant to Section XII(b).

(E) In addition to the provisions of sub. (D), above, in grids 712 and 713, large mesh gill nets shall be set at depths of fifty (50) feet or less from May 1 through June 15.

(iii) Small mesh gill net operations:

(A) This zone shall be open to small mesh gill net fishing for chubs year round, except that grids 915, 916, and the portion of grids 815 and 816 south of a line one (1) mile south of their northern boundary are closed to all small mesh gill net fishing.

(B) Grids 615, 712, 713, 714, 715 [except for that portion described in Section XIII(a)(1)(i)], 716, and the south half (S½) of grids 614 and 616 shall be open year round to small mesh gill net fishing for yellow perch and walleye.

(d) Little River Tribal Zone.

(1) Description: Lake Michigan grids 1107 through 1111, 1207 through 1211, 1306 through 1310, and 1406 through 1410.

(2) Regulations: Subject to the other provisions of these Regulations, the following regulations apply in this zone:

(i) Trap Net Operations. This zone and that portion of the Lake Michigan Southern Development Zone [see Section VI(c)] which is within whitefish management unit WFM-07 shall be open to up to two (2) Tribal trap net operations, not exceeding twelve (12) nets each. Trap net fishing by any Tribal fisher not authorized to fish by Little River in such waters is prohibited.

(ii) Small Mesh Gill Net Operations. This zone and that portion of the Lake Michigan Southern Development Zone [see Section VI(c)] which is within whitefish management unit WFM-07 shall be open to fishing up to two (2) Tribal small mesh gill net operations, not exceeding 24,000 feet of net each. Small mesh gill net fishing by any Tribal fisher not authorized to fish by Little River in such waters is prohibited.

(iii) Commercial fishing with large mesh gill nets is prohibited in this zone.

(e) Bay Mills Small Boat Zone.

(1) Description: Those portions of Lake Huron grids 505 and 506 which lie south of a line from Hammond Bay Harbor buoy to the northeast corner of grid 506.

(2) Regulations. Subject to the other provisions of these Regulations, the following regulations apply in this zone:

(i) Commercial fishing shall be restricted to October 1 through December 31, and subject to a spawning closure as described in Section IX(g).

(ii) Effort shall be limited to no more than ten (10) small boats (twenty six [26] feet or less) fishing a maximum of 6,000 feet of large mesh gill net per boat. This limitation includes any boat used for assessment purposes. Fishing by any Tribal fisher not authorized to fish by Bay Mills is prohibited.

(iii) Except as may be authorized for assessment fishing, nets must be set in water seventy-five (75) feet deep or less.

(iv) All live lake trout shall be released.

(v) Commercial fishing by Sault Tribe fishers is prohibited in this zone.

(f) Sault Tribe Tribal Zone.

(1) Description: Those portions of Lake Huron within one (1) mile from shore and delineated by the following landmarks:

(i) St. Martin's Bay zone - from Rabbit Back Point north and east to Brulee Point.

(ii) Cordwood Point zone - from Cordwood Point south to a point one half (0.5) mile north of the Hammond Bay harbor light.

(2) Regulations. Subject to the provisions of these Regulations, the following regulations apply in this zone:

(i) The waters described in sub. (1), above, shall be the Sault Tribe Tribal Zone only during the salmon seasons set forth in Section XII(c)(2). At all other times, these waters shall be part of the Northern Lake Huron Inter-Tribal Fishing Zone. See Section VI(d).

(ii) Other restrictions applicable to this zone are set forth in Section XII(c).

(iii) Commercial fishing for salmon by Bay Mills fishers is prohibited in the portion of this zone described in sub. (1)(ii), above.

SECTION VI. INTERTRIBAL ZONES.

(a) Northern Lake Michigan Inter-Tribal Fishing Zone.

(1) Description: Lake Michigan grids 115 through 118, 211 through 220, 310 through 320, 409 through 419, 509 through 516, 613, and the north half (N½) of 614, except for the southeast quarter (SE¼) of grid 314 and the south half (S½) of grid 415.

(2) Regulations: Subject to the other provisions of these Regulations, the following regulations apply in this zone:

(i) This zone shall be open to fishers from all Tribes.

(ii) Fishers from Bay Mills, Little River, and Sault Tribe shall be limited to four hundred (400) pounds round weight of lake trout per vessel per day caught within the following grids: Lake Michigan grids 315, 316, 317, 318, 319, 320, 417, 418, 419, and the north half (N½) of grids 313, 314, and 415.

(iii) Each Tribal trap net operation shall be limited to twelve (12) trap nets in the water at any one time within the following grids: 313, 314, 315, 316, 317, 318, 319, 320, 413, 414, 415, 416, 417, 418, and 419.

(b) Lake Michigan Northern Development Zone.

(1) Description: Lake Michigan grids 610 through 612, 709 through 711, 808 through 811, 908 through 910, and 1008 through 1010.

(2) Regulations: Subject to the other provisions of these Regulations, the following regulations apply in this zone:

(i) Grids 711, 811, 910, and 1010 shall be open to Grand Traverse trap net operations targeting whitefish; provided, that the aggregate net effort shall not exceed twelve (12) nets in the water at any one time.

(ii) Except as provided in sub. (i), above, tribal commercial fishing in this zone shall be limited to a permit fishery targeting bloater chubs.

(iii) Tribal commercial fishing for all other species is prohibited.

(c) Lake Michigan Southern Development Zone.

(1) Description: All 1836 Treaty waters of Lake Michigan south of the northern boundary of the 1500 tier of grids.

(2) Regulations: Subject to the other provisions of these Regulations, the following regulations apply in this zone:

(i) Trap Net Operations. The portion of this zone that is within whitefishmanagement unit WFM-08 shall be open to one (1) Tribal trap net operation, not to exceed twelve (12) nets. Trap net fishing by any Tribal fisher not authorized to fish by Little River in such waters is prohibited.

(ii) Small Mesh Gill Net Operations: The portion of this zone that is within whitefish management unit WFM-08 shall be open to one (1) Tribal operation not exceeding 24,000 feet of net. Small mesh gill net fishing by any Tribal fisher not authorized to fish by Little River in such waters is prohibited.

(iii) Commercial fishing with large mesh gill nets is prohibited in this zone.

(iv) This zone shall be managed and regulated in the same manner as the Little River Tribal Zone in accordance with Section V(a).

(d) Northern Lake Huron Inter-Tribal Fishing Zone.

(1) Description: Lake Huron grids 202, 207 through 209, 301 through 309, 401through 410, 504, and those portions of grids 505 and 506 which lie north of a line from Hammond Bay Harbor buoy to the northeast corner of grid 506, except for those portions of grids 303 and 304 closed to all commercial fishing as described in Section VIII(e).

(2) Regulations: Subject to the provisions of these Regulations, the following

regulations shall apply in this zone:

(i) Except as provided in sub. (iii), below, this zone shall be open to fishers from all Tribes.

(ii) The area described in Section VIII(f) shall be closed to commercial fishing beginning the Friday before Memorial Day through Labor Day.

(iii) The following restrictions apply to large mesh gill net operations in that portion of Lake Huron grids 505 and 506 that lies north of the line described in sub. (1), above:

(A) Effort shall be restricted to a maximum of 8,500 feet of net per vessel; and

(B) Fishing shall be limited to depths of seventy-five (75) feet or deeper from the Friday before Memorial Day through Labor Day.

(e) Lake Superior Inter-Tribal Fishing Zone.

(1) Description: All Lake Superior water east of the western edge of grids 934, 1034, 1134, 1234, 1334, 1434, 1534, and 1634.

(2) This zone shall be open to fishers from all Tribes subject to the provisions of these Regulations.

SECTION VII. TRAP NET ZONES.

(a) Bay de Noc Trap Net Zone.

(1) Description: Lake Michigan grids 306, 308, 309, 406 through 408, and 506 through 508.

(2) Regulations: Subject to the provisions of these Regulations, the following

regulations apply in this zone:

(i) All Tribal commercial and subsistence fishing is prohibited west of a line extending from the mouth of the Escanaba River in Delta County due east to the center of the shipping channel, thence due south to the Michigan-Wisconsin border.

(ii) Except as provided in sub. (v), below, Tribal commercial fishing by any method other than trap nets is prohibited.

(iii) Each trap net operation may set no more than fifteen (15) trap nets at any one time.

(iv) Little Traverse may locate one (1) trap net operation within this zone, and the remainder of the trap net operations shall be Sault Tribe fishers. Commercial fishing with trap nets by fishers from any other Tribe, or by fishers from Little Traverse or Sault Tribe who have not been authorized to fish in this zone by their Tribe, is prohibited.

(v) Notwithstanding the above, fishing for yellow perch in the portion of grid 508 described in Section XIV(a)(2) is open to all Tribes in accordance with Section XIV.

(b) Southern Lake Huron Trap Net Zone.

(1) Description: Lake Huron grids 507 through 512, 606 through 611, 709, and those portions of grids 612, 613, 710, 711, and 810 which are north of a line from the mouth of the Thunder Bay River in a straight line northeast through the northeast corner of grid 711 to the international border.

(2) Regulations: Subject to the other provisions of these Regulations, the following regulations apply in this zone:

(i) Except as provided in sub. (v), below, Tribal commercial fishing by any

method other than trap nets shall be prohibited.

(ii) Trap net fishing in this zone shall be open only to Bay Mills and Sault Tribe trap net fishers by permit. Trap net fishing by fishers from Grand Traverse, Little River, and Little Traverse is prohibited. The permits shall be allocated equally between Bay Mills and Sault Tribe. If a Tribe has insufficient fishers interested in the permits allocated to it, the excess permits shall be made available for issuance by the other Tribe.

(iii) A total of four (4) trap net operations shall be authorized for this zone. Trap net fishing by fishers from Bay Mills and Sault Tribe who have not been authorized by their Tribe to fish in this zone is prohibited.

(iv) Each trap net operation may set no more than twelve (12) trap nets at any one time within the zone.

(v) Fishing for chubs with small mesh gill nets or small mesh trap nets shall be authorized only by permit issued by CORA. Such permits shall be available to fishers from any Tribe.

(vi) Bay Mills and Sault Tribe may authorize the Tribal fishers permitted to fish with trap nets in this zone to obtain permits from the State to fish with trap nets in those waters within the State of Michigan south of the southern boundary of this zone and north of a line from the tip of North Point on Thunder Bay in a straight line northeast parallel to the southern boundary of this zone to the international border. The aggregate net effort allowed by all such permits shall not exceed sixteen (16) nets.

(c) Western Lake Superior Trap Net Zone.

(1) Description: All 1836 Treaty waters west of the western edge of grids 934, 1034, 1134, 1234, 1334, 1434, 1534, and 1634.

(2) Tribal commercial fishing by any method other than trap nets is prohibited.

SECTION VIII. CLOSED OR LIMITED FISHING ZONES.

Except as otherwise provided in this section, Tribal commercial fishing is prohibited in the following areas:

(a) The St. Mary's River, east of a line extending from Point Aux Pins, Ontario, to Brush Point, Michigan, downstream to the Detour - Drummond Island ferry docks, including all of Potagannissing Bay from Hay Point (Drummond Island) west to Cherry Island and north to the international boundary.

(b) Lake Michigan grid 519 in Little Traverse Bay.

(c) Lake Michigan grids 915 and 916 in Grand Traverse Bay.

(d) Those portions of Lake Michigan grid 306 that lie within 1836 Treaty waters and north of a line from the mouth of the Ford River to Peninsula Point.

(e) Those portions of Lake Huron grids 303 and 304 described as follows: The Les Cheneaux channels, or entrances thereto, or waters adjacent thereto within a line drawn as follows: beginning at the southernmost point of land on the westerly side of McKay Bay; then southerly in a straight line to the northernmost point of Boot Island; then along the eastern shore of Boot Island to its southernmost point; then along the south shoreline of Boot Island to its westernmost point; then westerly in a straight line to the southernmost point of Government Island; then along the shoreline of Government Island to the point at which the distance between said island and LaSalle Island is the least, then westerly in a straight line to LaSalle Island; then along the eastern and southern shoreline of LaSalle Island to the point at which the distance between said island and Little LaSalle Island is the least; then westerly in a straight line to Little LaSalle Island; then westerly along the southern shoreline of Little LaSalle Island to its westernmost point; then westerly in a straight line to the eastern shore of Marquette Island; then along the southwestern shore of Marquette Island to Coats Point; then northwesterly to the southernmost part of Brulee Point, except that trap net fishing targeting whitefish shall be permitted in that portion of Lake Huron grid 303 within the area encompassed by a line from

Coats Point on Marquette Island along the western shore of said island to Cube Point; then due west to the shore of Brulee Point; then southeasterly along said shore to the southern tip of Brulee Point; then southeasterly to Coats Point on Marquette Island.

(f) For the period from the Friday before Memorial Day through Labor Day only, those portions of Lake Huron grids 304 and 305 north of a line beginning at the southerly point of land on the easterly side of Dudley Bay (Cadogan Point); then running southwesterly in a straight line to the southeasterly end of Beaver Tail Point; then running westerly in a straight line to the southeasterly end of Whitefish Point in Mackinac County.

(g) Any area within one hundred (100) yards of any break wall or pier; provided, that this prohibition shall not apply to salmon fishing authorized by these Regulations.

(h) Any area within three-tenths (0.3) mile radius of the mouth of the following streams; provided, that this prohibition shall not apply to salmon fishing authorized by these Regulations:

(1) Lake Superior.

(i) Marquette County: Chocolay River and Sand River;

(ii) Alger County: Laughing Whitefish River, Autrain River, Anna River, Mosquito River, Seven Mile Creek, and Hurricane River;

(iii) Luce County: Blind Sucker River, Big Two Hearted River, and Little Two Hearted River; and

(iv) Chippewa County: Tahquamenon River and Pendills Creek.

(2) Lake Huron.

(i) Mackinac County: Nunns Creek, Pine River, and Carp River;

(ii) Cheboygan County: Cheboygan River;

(iii) Presque Isle County: Ocqueoc River, Swan River, and Grand Lake Outlet;

(iv) Alpena County: Thunder Bay River.

(3) Lake Michigan.

(i) Delta County: Escanaba River, Days River, Tacoosh River, Rapid River, Whitefish River, Ogontz River, Sturgeon River, Big Fishdam River, and Little Fishdam River;

(ii) Schoolcraft County: Thompson Creek, Manistique River, and Milakokia River;

(iii) Mackinac County: Crow River, Millecoquins River, Black River, Paquin Creek, Cut River, and Brevort River;

(iv) Emmet County: Carp Lake River and Bear River;

(v) Charlevoix County: Pine River;

(vi) Antrim County: Elk River;

(vii) Grand Traverse County: Boardman River;

(viii) Leelanau County: Leland River;

(ix) Benzie County: Platte River and Betsie River;

(x) Manistee County: Arcadia Lake Outlet, Portage Lake Outlet, and Manistee River;

(xi) Mason County: Pere Marquette River;

(xii) Oceana County: Pentwater Lake Outlet, Silver Creek, and Stoney Creek;

(xiii) Muskegon County: White River and Muskegon River; and

(xiv) Ottawa County: Grand River.

(i) The following provisions for harbor closures shall apply:

(1) The area within one-half (0.5) mile of the break walls at the Hammond Bay Harbor of Refuge; provided, that in that portion of this closure that lies within the Bay Mills Small Boat Zone described in Section V(e)(1), the closure shall be reduced to three-tenths (0.3) mile during any period in which fishing in that zone is restricted to depths of seventy-five (75) feet or less.

(2) The area within two (2) miles of the break walls at Rogers City.

PART THREE: GEAR

SECTION IX. GEAR RESTRICTIONS.

(a) The following are the only types of gear which shall be permitted for commercial fishing activity:

(1) Large mesh gill nets;

(2) Small mesh gill nets;

(3) Impoundment nets;

(4) Seines; and

(5) Hooks.

(b) Trap nets shall have a four and one-half (4.5) inch (stretch) minimum pot mesh size,

except:

(1) Trap nets of four and one-quarter (4.25) inches pot mesh size or greater may be used if they were used within 1836 Treaty waters prior to May 31, 2000.

(2) Small mesh trap nets having a two and one-half (2.5) to three (3.0) inch (stretch) pot mesh size may be used for fishing for yellow perch, chubs, or other appropriate species as authorized by GLRC.

(c) All nets shall be clearly marked at each end with a buoy on the surface, showing the license number of the owner. Commencing in 2002, nets shall be marked as follows:

(1) All gill nets set in depths greater than fifteen (15) feet shall have a staff buoy at each end with at least four (4) feet exposed above the surface of the water with a red or orange flag no less than twelve (12) inches by twelve (12) inches bearing the license number of the fisher and affixed to the top of the staff. Ice poles, painted red or orange on the top and bearing the license number of the fisher, may be used between November 1 and May 31 in Lake Superior waters, and between November 1 and April 30 in all other 1836 Treaty waters.

(2) Any gill net or portion of a gill net set in water less than fifteen (15) feet deep shall have: a red or orange float not less than one (1) gallon in size, or a red or orange PVC float that is at least six (6) inches by fourteen (14) inches in size, on each end that is in water less than fifteen (15) feet deep. The floats at the ends of the net shall bear the license number of the fisher. In addition, each such net shall also have either:

(i) An additional float of the size described above spaced every three hundred (300) feet or less along the length of the net that is in water less than fifteen (15) feet; or

(ii) Standard commercially available fluorescent orange floats at least one and one-half (1.5) inches by four (4) inches in size along the corkline not less than every twelve (12) feet in water less than fifteen (15) feet.

(3) All trap nets must be marked with a staff buoy on the pot with at least four (4) feet exposed above the surface of the water with a red or orange flag no less than twelve (12) inches by twelve (12) inches bearing the license number of the fisher and affixed to the top of the staff. Ice poles, painted red or orange on the top and bearing the license number of the fisher, may be used between November 1 and May 31 in Lake Superior waters, and between November 1 and April 30 in all other 1836 Treaty waters. From May 1 to November 7, the king anchor and inside end of the lead shall also be marked with a red or orange float not less than one (1) gallon in size.

(d) No Tribal commercial fisher shall use large mesh gill nets with mesh greater than five and one-half (5.5) inches stretch measurement at any time in any 1836 Treaty waters except as follows:

(1) When fishing for salmon under these Regulations; or

(2) When fishing in Lake Superior Lake Trout Management Unit MI-8 using large mesh gill nets that were used in that area prior to May 31, 2000.

(e) The use of any gear, mesh size, or method of capturing fish for commercial purposes not authorized by subs. (a) through (d), above, is prohibited.

(f) Tribal commercial fishing gear shall not be set in a manner which completely blocks or entirely prevents the free passage of fish into and out of streams that flow into 1836 Treaty waters.

(g) All commercial fishing with impoundment nets and large mesh gill nets shall be prohibited during the period from 12:00 noon November 6 through 12:00 noon November 29 to protect spawning lake trout and whitefish. Trap nets may remain in the water during this period, but trap net tunnels must be tied closed. During this period, fishing for or retention of whitefish or lake trout caught in any gear is prohibited.

(h) Commercial fishing with small mesh gill nets in six (6) fathoms of water or less shall be prohibited from 12:00 noon October 15 through 12:00 noon November 15.

(i) The use of small mesh gill nets in Lakes Huron and Michigan in waters between fifteen (15) fathoms and forty (40) fathoms is prohibited at all times.

(j) The trap net operations received by Little Traverse as described in section X.A.2.b. of the Consent Decree may also be used for fishing large mesh gill nets for salmon only and for fishing small mesh gill nets for all permitted species. Large mesh gill net fishing by these operations for any species other than salmon is prohibited.

(k) Possession of a firearm while engaged in fishing activity under these Regulations is prohibited.

(l) Unattended nets may be seized by an enforcement officer and forfeited; provided, that if the nets have been reported to the appropriate Tribe as vandalized or lost prior to seizure, the fisher shall be provided a reasonable opportunity to retrieve the nets.

(m) Floating buoy line on the surface of the water shall not exceed 5' (five feet) in length.

SECTION X. STATE-FUNDED TRAP NET CONVERSION OPERATIONS.

(a) Upon acceptance of a state-funded conversion trap net operation under section X.C. of the Consent Decree, use or possession on the water of large mesh gill nets by a converted Tribal fisher is prohibited, except as provided in sub. (c), below.

(b) Use or possession on the water of small mesh gill nets is prohibited on state-funded conversion trap net vessels, except for the taking of chubs and menominee.

(c) A Tribal fisher who converts to trap nets under section X.C. of the Consent Decree shall not thereafter resume the use of large mesh gill nets except as follows:

(1) Subject to Tribal approval, after two (2) years of use of the trap net operation, the fisher may exchange license and gear with another Tribal licensee who represents at least sixty percent (60%) of the average large mesh gill net effort of the converted fisher during the years 1997 through 1999.

(2) Subject to Tribal approval, a converted fisher may acquire a large mesh gill net operation and license if the fisher has sold his trap net operation and retired from the fishery for a period of two (2) years.

(d) A Tribal fisher who participates in the gill net conversion program under section X.C. of the Consent Decree may sell his or her trap net operation and transfer the fisher's captain's license as provided under current Tribal regulations. Anyone acquiring such a conversion trap net operation shall be subject to the same restrictions as the original conversion program participant.

(e) Any Sault Tribe fisher who converts to trap nets under the program described in Section X.C. of the Consent Decree and who moves his or her fishing operation to one of the trap net zones described in Section VII(a) or Section VII(b) is prohibited from fishing in the following area for a period of two years after his or her conversion: Lake Michigan grids 313, 314, 315, 316, 317, 318, 319, 320, 413, 414, 415, 416, 417, 418, and 419. Thereafter, the fisher may fish in this area only if GLRC authorizes the fisher to do so.

PART FOUR: SPECIES

SECTION XI. LAKE TROUT.

(a) Lake Trout Refuges.

(1) The following areas shall be lake trout refuges:

(i) In Lake Huron, grids 307 through 309, the north half (N½) of grid 407, and grids 408 through 410.

(ii) In Lake Michigan, two (2) locations:

(A) Grids 413, 414, 513, 514, 515, 516, and 613; the south half (S½) of grids 313, 314, and 415; the north half (N½) of grid 614; and the northwest quarter (NW¼) of grid 517.

(B) Grids 1606, 1607, 1706, 1707, 1806, 1807, 1906, and 1907.

(2) Commercial and subsistence fishing with gill nets is prohibited in any refuge.

(3) Commercial fishing with trap nets is permitted in any refuge, but retention of lake trout is prohibited.

(4) Retention of lake trout caught by commercial, subsistence, or recreational fishers in any lake trout refuge is prohibited.

(b) Retention of Lake Trout by Tribal Fishers.

(1) In trap net zones identified in Section VII retention of lake trout caught in trap nets is prohibited. All lake trout caught by such fishers shall be returned to the water whether dead or alive.

(2) All Tribal trap net fishers who have converted their operations to trap net operations at the expense of the State of Michigan, either as part of the gill net conversion program described in section X.C. of the Consent Decree or through any supplemental conversion program instituted while the Consent Decree is in effect, are prohibited from retaining lake trout. All lake trout caught by such fishers shall be returned to the water whether dead or alive.

(3) A lake trout bag limit not to exceed one hundred (100) pounds round weight per vessel per day shall apply to all other Tribal trap net fishers. No lake trout under seventeen (17) inches long shall be retained.

(4) All live lake trout less than seventeen (17) inches long caught by Tribal gill net fishers shall be released. No more than fifteen (15) pounds round weight per vessel per day of undersized lake trout shall be retained by Tribal gill net fishers. Undersized lake trout shall not be offered for sale.

SECTION XII. SALMON.

Subject to the other provisions of these Regulations, salmon fishing is authorized as provided in this section.

(a) Little Traverse Salmon Fishery. A limited entry permit salmon fishery in Lake Michigan for Little Traverse fishers is authorized subject to the following restrictions:

(1) Salmon fishing by Little Traverse fishers shall be permitted within one (1) mile from shore from Seven Mile Point in grid 518 north to McGulpin Point in grid 320, from 12:00 a.m. August 1 through 6:00 p.m. October 15.

(2) Nets may be fished at the surface in this fishery from 12:00 a.m. September 10 through 6:00 p.m. October 15. At all other times during the salmon season in this salmon fishery, nets shall be set at least eight (8) feet below the surface.

(b) Grand Traverse Salmon Fishery. A salmon fishery in Lake Michigan for Grand Traverse fishers is authorized subject to the limitations of this subsection:

(1) Salmon fishing shall be permitted from 12:00 a.m. September 15 through 6:00 p.m. October 30 in grid 615, the south half (S½) of grid 614, and in that portion of grid 714 which is north of an east-west line commencing three-tenths (0.3) mile north of mouth of the Leland River.

(2) Salmon fishing shall be permitted from 12:00 a.m. the day after Labor Day through 6:00 p.m. October 30 in those portions of grids 715 and 815 within the boundaries of a line from the tip of Omena Point to buoy *N"2"* off Omena Point, then to buoy *C"1"* off Stony (Suttons) Point, and then due west to the intersection with the Leelanau Peninsula.

(c) Lake Huron Salmon Fishery. A salmon fishery in Lake Huron shall be authorized subject to Section V(f) and the limitations of this subsection:

(1) Fishing for salmon by the Tribal commercial fishers is limited to the Sault Tribe Tribal Zone described in Section V(f)(1).

(2) Salmon fishing shall be permitted from 12:00 a.m. August 1 through 6:00 p.m.

October 15 in the St. Martin's Bay zone, and from 12:00 a.m. September 10 through 6:00 p.m. October 15 in the Cordwood Point zone.

(3) Nets may be fished at the surface at any time during the specified salmon seasons in the areas described in subs. (1) and (2), above.

(d) Except as provided in subs. (1), (2), and (3), above, commercial fishing for salmon is prohibited, except the for incidental harvest allowed in sub. (e), below.

(e) Retention of more than two hundred (200) pounds round weight per vessel per day of salmon caught as incidental catch in gill nets in waters and seasons not open to salmon fishing is prohibited.

(f) Retention of salmon caught in trap nets is prohibited. All salmon caught in trap nets must be returned to the water whether dead or alive.

(g) Net Marking. Salmon nets shall be marked in accordance with the following:

(1) Each gang of salmon nets shall be marked at each end with a staff buoy which extends a minimum of five (5) feet above the surface and which:

(i) is at least fifty percent (50%) reflective orange in color;

(ii) has affixed to the top one orange flag twelve (12) inches by twelve (12) inches in size; and

(iii) has affixed the license number of the fisher.

(2) Each gang of nets shall have attached along the top edge of the net orange PVC floats which are at least six (6) inches by fourteen (14) inches in size and which are evenly spaced along the length of the gang at intervals of not more than three hundred (300) feet of net.

(h) Salmon nets shall be set in a manner that permits reasonable ingress and egress by

shoreline residents.

SECTION XIII. WALLEYE.

(a) Walleye Fishing Areas. Tribal commercial fishing for walleye is permitted in the following locations, subject to the restrictions in this section and the other provisions of these Regulations:

(1) Lake Michigan grids 116, 117, 118, 218, 219, 615, 712, 713, 714, 715, 716, and the south half (S½) of grids 614 and 616, subject to the following restrictions:

(i) The area in grid 715 north and west of a line from the tip of Northport Point in a direct line to *R"2" Bell* buoy off Northport Point, then due west to the shore, is closed to walleye fishing except from March 16 through April 23. Fishing for walleye during this period shall be limited to depths of twenty (20) feet or less using impoundment nets. All yellow perch shall be returned to the water dead or alive.

(ii) Small mesh gill nets shall be limited to two and three-quarters (2.75) to three (3.0) inch stretch measure in the north half (N½) of grid 715 outside of the area described in sub. (I), above.

(iii) Small mesh gill nets shall not be set in waters greater than ninety (90) feet deep in grids 712, 713, and 714.

(iv) Small mesh gill nets shall not be set in waters less than twenty (20) feet deep or greater than ninety (90) feet deep in grids 615 and 716, the south half (S½) of grids 614 and 616, and the portion of grid 715 outside the area described in sub. (I), above.

(v) Nets set for walleye in grids 712, 713, 714, 715, 716, 615, and the south half (S½) of grids 614 and 616 shall be no more than six (6) feet in height and shall be set with the lead line on the bottom of the lake.

(vi) Grids 615, 712, 713, 714, 715, 716, and the south half (S½) of grids 614 and 616 are within the Grand Traverse Tribal Zone and subject to additional restrictions applicable to that zone.

(2) Lake Huron grids 202, 301 through 306, and 401 through 403, except for those portions of grids 303 through 305 described in Section VIII(e) and seasonally as provided in Section VIII(f).

(3) Lake Superior grid 1646.

(b) Except as provided in sub. (a), above, and subs. (c) and (d), below, Tribal commercial fishing for walleye is prohibited.

(c) Possession of more than fifteen (15) pounds round weight of walleye per vessel per day caught in all 1836 Treaty waters not identified in sub. (a), above, is prohibited.

(d) Possession of more than fifteen (15) pounds round weight of walleye per vessel per day caught in the 1836 Treaty waters identified in sub. (a), above, during a closed season specified in this section is prohibited.

(e) In order to protect walleye spawning stocks, the following shall apply to Tribal commercial fishers in those waters in which walleye commercial fishing is permitted:

(1) Except as provided in sub. (A)(1)(i), above, in Lakes Michigan and Superior, fishing for walleye is prohibited during the period from 12:00 noon March 15 through 12:00 noon May 1.

(2) In Lake Huron, fishing for walleye is prohibited during the period from 12:00 noon March 15 through 12:00 noon May 15.

(f) Walleye less than fifteen (15) inches long caught in impoundment nets shall be returned to the water dead or alive. Possession of more than fifteen (15) pounds round weight of walleye less than fifteen (15) inches long captured in gill nets is prohibited. No undersized walleye shall be offered for sale.

(g) Retention of walleye caught in the trap net zones identified in Section VII is prohibited. All walleye caught in the trap net zones shall be returned to the water dead or alive.

SECTION XIV. YELLOW PERCH.

(a) Yellow Perch Fishing Areas. Subject to the other provisions of these Regulations and the restrictions contained in this section, the following waters are open to Tribal commercial fishing targeting yellow perch:

(1) Lake Michigan grids 116, 117, 118, 218, 219, 615, 712, 713, 714, 715, 716, and the south half (S½) of grids 614 and 616, subject to the following restrictions:

(i) The area in grid 715 north and west of a line from the tip of Northport Point in a direct line to *R"2" Bell* buoy off Northport Point, then due west to the shore, is closed to commercial fishing for yellow perch.

(ii) Small mesh gill nets shall be limited to two and three-quarters (2.75) to three (3.0) inch stretch measure in the north half (N½) of grid 715 outside of the area described in sub.(I), above.

(iii) Small mesh gill nets shall not be set in waters greater than ninety (90) feet deep in grids 712, 713, and 714.

(iv) Small mesh gill nets shall not be set in waters less than twenty (20) feet deep or greater than ninety (90) feet deep in grids 615 and 716, the south half (S½) of grids 614 and 616, and the portion of grid 715 outside the area described in sub. (I), above.

(v) Nets set for yellow perch in grids 712, 713, 714, 715, 716, 615, and the south half (S½) grids 614 and 616 shall be no more than six (6) feet in height and shall be set with the lead line on the bottom of the lake.

(vi) Grids 615, 712, 713, 714, 715, 716, and the south half (S½) of grids 614

and 616 are within the Grand Traverse Tribal Zone and subject to additional restrictions applicable to that zone.

(2) The northeast quarter (NE¼) of Lake Michigan grid 508, and a narrow strip of water along the eastern part of the northwest quarter (NW¼) of grid 508 near St. Martins Island and described as follows: commencing at the eastern shore of St. Martins Island at forty-five degrees thirty minutes (45° 30') north latitude; then southward along the shore of St. Martins Island to its southernmost tip; then due south to the intersection of the Michigan-Wisconsin border; then southeastward to the intersection with the eighty-six degrees forty minutes (86° 40') west longitude; then northward along said longitude to the intersection with forty-five degrees thirty minutes (45° 30') north latitude; then westward along said latitude to the point of beginning.

(3) Lake Michigan grids 315 to 319 and that portion of grid 320 west of McGulpin Point except:

(i) St. James Harbor west of eighty-five degrees thirty minutes (85° 30') west longitude; and

(ii) In grid 318, that part east of a line from the westernmost tip of Waugoshance Point to the southeast corner of the grid.

(4) The portions of Lake Michigan grids 418 and 518 described as follows: the area bounded by a line from the church spire at Middle Village southward to a line running from Townline Road on the south to the Stuttsmanville Road tower to the north; then south along that line a distance of three (3) miles; then along a line paralleling the shore and three (3) miles from the shore to a point due west of the church spire at Middle Village; then east to the shore. The portion of this area that is within grid 518 is within the Little Traverse Tribal Zone and is subject to additional restrictions applicable to that zone. The portion of this area in grid 418 shall be open to fishers from other Tribes as determined by Little Traverse in its discretion.

(5) Lake Huron grids 202, 301 through 306, and 401 through 403, except for those portions of grids 303 through 305 closed to tribal commercial fishing under Section

VIII(e) and seasonally as provided in Section VIII(f).

(6) Lake Superior grid 1646.

(b) Seasonal Closures. The following seasonal closures shall apply to Tribal commercial fishing for yellow perch:

(1) In order to protect yellow perch spawning stocks, fishing for yellow perch is prohibited during the period from 12:00 noon April 1 through 12:00 noon May 15 in those waters in which fishing for yellow perch is permitted.

(2) In Lake Michigan, the north half (N½) of the southwest quarter (SW¼) of grid 316 shall be closed to yellow perch fishing from and including the Friday before Memorial Day through Labor Day;

(3) In grid 318 in Lake Michigan, the area east of a line from the westernmost tip of Waugoshance Island to the southeast corner of grid 318 shall be closed to yellow perch fishing from and including December 1 through March 31.

(c) Yellow perch fishing in the waters described in sub. (a)(3), above, shall be subject to the following restrictions:

(1) Until 2006, Little Traverse fishers only are allowed to fish for yellow perch in this area in connection with a yellow perch assessment fishery conducted under the direction of the TFC. All other fishing for yellow perch in this area is prohibited.

(2) Yellow perch fishing shall be pursued in water depths between twenty (20) and ninety (90) feet.

(3) Nets set for yellow perch shall be no more than six (6) feet in height and shall be set with the lead line on the bottom of the lake.

(d) Except as provided in sub. (a), above, and subs. (e) and (f), below, commercial fishing for yellow perch is prohibited.

(e) Possession of more than fifteen (15) pounds round weight of yellow perch per vessel per day caught in all 1836 Treaty waters not identified in sub. (a), above, is prohibited.

(f) Possession of more than fifteen (15) pounds round weight of yellow perch per vessel per day caught in the 1836 Treaty waters identified in sub. (a), above, during a closed season specified in this section is prohibited.

(g) Yellow perch less than eight (8) inches long caught in impoundment nets shall be returned to the water dead or alive. Possession of more than fifteen (15) pounds round weight of yellow perch less than eight (8) inches long captured in gill nets is prohibited. No undersized yellow perch shall be offered for sale.

(h) Except as provided in sub. (a)(2), above, retention of yellow perch caught in the trap net zones identified in Section V is prohibited. All yellow perch caught in the trap net zones shall be returned to the water dead or alive.

SECTION XV. OTHER SPECIES.

(a) The commercial harvest of lake trout, salmon, walleye, yellow perch, whitefish, bloater chubs, menominee, lake herring, and any other species is authorized unless specifically prohibited in Section XVI.

(b) Whitefish. Whitefish less than seventeen (17) inches long shall be returned to the water immediately if alive. Possession of more than fifty (50) pounds round weight of undersized whitefish is prohibited. No undersized whitefish shall be offered for sale.

(c) Lake Herring. In order to protect lake herring spawning stocks, the following shall apply to Tribal commercial fishers during the period from 12:00 noon November 15 through 12:00 noon December 15:

(1) Fishing for lake herring is prohibited.

(2) Possession of more than four hundred (400) pounds round weight of lake herring

is prohibited.

SECTION XVI. PROHIBITED SPECIES.

(a) The following fish species shall not be targeted for harvest or offered for sale or exchange when taken as bycatch during commercial fishing activities: muskellunge (except in Lake Michigan), splake, brown trout, brook trout, rainbow (steelhead) trout, Atlantic salmon, largemouth and smallmouth bass, and northern pike. Retention of such species when taken as bycatch during commercial trap net fishing is prohibited. Retention of more than twenty-five (25) pounds round weight per vessel per day of such species as bycatch during commercial gill net fishing is prohibited.

(b) The following fish species shall not be targeted for harvest or offered for sale or exchange when taken as a bycatch during commercial fishing, and any catch shall immediately be returned to the water if alive or, if not alive, shall be turned in to the BSD, Tribal biological staff, or the nearest Michigan Department of Natural Resources field office and shall not be retained in possession: lake sturgeon, muskellunge (Lake Michigan only), and any fish species listed as threatened or endangered under the Federal Endangered Species Act.

PART FIVE: NON-COMMERCIAL FISHING

SECTION XVII. RECREATIONAL FISHING.

Tribal members may engage in recreational fishing in the 1836 Treaty waters subject to the bag limits, seasons, size limits, closed areas, and gear and method restrictions applicable to recreational fishers licensed by the State of Michigan. Tribal members engaged in recreational fishing must have a Tribal membership identification card in their possession, but no further license is required.

SECTION XVIII. TRIBAL CHARTER BOAT OPERATIONS.

(a) Any Tribe which authorizes or conducts a charter boat operation shall adopt safety inspection standards for its charter operations substantially similar to those that exist under current State law for vessels carrying passengers for hire.

(b) Customers of Tribal charter operations who are not members of one of the Tribes shall be subject to applicable State law including, but not limited to, licensing requirements, rod limits, size and bag limits, daily possession limits, and seasons.

(c) Any Tribal charter boat operation shall report its charter boat harvest, including the number and weight of species caught by recreational fishers, and areas fished, to the State in accordance with provisions applicable to state-licensed charter boat operations.

SECTION XIX. SUBSISTENCE FISHING.

(a) The following are permitted gear for tribal subsistence fishing activity: impoundment gear, hooks, spears, bow and arrow, artificial lights, seines, dip nets, and a single large mesh or small mesh gill net as regulated in this section.

(b) Each gang of gill nets or impoundment nets used in subsistence fishing activity shall be marked at each end with an orange float equivalent to at least a one (1) gallon jug in size bearing the Tribal ID number of the subsistence fisher.

(c) Tribal fishers who engage in subsistence fishing shall obtain a subsistence fishing license issued by their Tribe, and shall abide by all provisions of these Regulations and applicable Tribal regulations governing subsistence fishing. In addition, no Tribal member shall engage in subsistence fishing with gill nets or impoundment nets without a Tribal permit which shall be limited both in duration and in the area where the fishing may occur. The Tribal member shall abide by the limitations contained in the permit.

(d) Subsistence fishers shall be limited to one hundred (100) pounds round weight aggregate catch of all species in possession.

(e) Subsistence fishers shall not sell or otherwise exchange for value any of the catch.

(f) Subsistence gill netting is limited to one (1) net of three hundred (300) feet or less per vessel per day, except that in the St. Mary's River, as described in Section VIII(a), a single gill net shall not exceed one hundred (100) feet in length. The tying together of single gill nets to form a gang of nets is prohibited.

(g) Subsistence fishing is authorized in all 1836 Treaty waters, except:

(1) Subsistence fishing with gill nets is prohibited in all lake trout refuges, and retention of lake trout taken with any gear in lake trout refuges is prohibited.

(2) Subsistence fishing gear shall not be set in a manner which completely blocks or entirely prevents the free passage of fish into and out of streams that flow into 1836 Treaty waters.

(3) There shall be no subsistence fishing with nets:

(i) Within one hundred (100) yards of any break wall or pier; or

(ii) Within a three-tenths (0.3) mile radius of the mouth of the streams listed in Section VIII(h).

(iii) In any tribal zone where fishing with all types of nets has been closed.

(h) Subsistence fishing with large mesh gill nets and impoundment nets is prohibited during the period from 12:00 noon November 6 through 12:00 noon November 29.

(i) In Little Bay de Noc, Lake Michigan, subsistence fishers shall not use gill nets or possess walleye beginning 12:00 a.m. March 1 through 6:00 p.m. May 15 in the waters of grid 306 north of an east-west line drawn through Saunders Point.

(j) In Big Bay de Noc, Lake Michigan, subsistence fishers shall not use gill nets or possess walleye beginning 12:00 a.m. March 1 through 6:00 p.m. May 15 in the waters of grids 308 and 309 north of a line from St. Vitals Point to the northernmost tip of Garden Bluff.

(k) Lake sturgeon, muskellunge (in Lake Michigan), and any species of fish listed as threatened or endangered under the Federal Endangered Species Act shall not be targeted for harvest, and any catch of such fish shall be returned to the water alive or, if not alive, shall be turned into the BSD or Tribal biological staff and shall not be retained in possession.

(l) All subsistence fishers who engage in any fishing activity under this section shall file catch reports with their Tribe as provided in Section XXII(b).

(m) No subsistence fisher shall set a gill net within fifty (50) feet of another gill net.

(n) In the City of Sault Ste. Marie's Kids Fishing Pond at Rotary Park Island, all fishing activity shall be in accordance with those regulations imposed by the City of Sault Ste. Marie and the State of Michigan.

PART SIX: LICENSES AND INFORMATION

SECTION XX. LICENSE AND REGISTRATION DEFINITIONS AND RESTRICTIONS.

(a) A commercial fishing captain license entitles the holder to operate a fishing boat and to participate fully in all commercial fishing activities, including the capture and sale of all species pursuant to these Regulations. It further entitles the holder to employ helpers in such activities. Fees for such licenses may be set by individual Tribes. The license shall be valid during the calendar year for which it is issued.

(b) A commercial fishing helper license entitles the holder to assist the holder of a commercial fishing captain license in commercial fishing activities. Fees for such licenses may be set by individual Tribes. The license shall be valid during the calendar year for which it is issued.

(c) A subsistence fishing license entitles the holder to engage in fishing activities for subsistence purposes. Fees for such licenses may be set by individual Tribes. The license shall be valid during the calendar year for which it is issued.

(d) A commercial fishing vessel registration is necessary in order for any vessel to be utilized for commercial fishing. Anyone with a valid commercial fishing captain license may operate a properly registered commercial fishing vessel. Fees for such licenses may be set by individual Tribes.

(e) A member of a Tribe who engages in recreational fishing shall not be required to have in his or her possession a fishing license but must have tribal identification in his or her possession at all times.

(f) No holder of a commercial fishing captain license, commercial fishing helper license, or commercial fishing vessel registration shall fish as an employee of or for shares with a person not licensed to exercise treaty fishing rights. This prohibition shall be liberally interpreted to prohibit a licensee from exercising treaty fishing rights for the benefit of non-Indians.

(g) Except as provided in Section VII(b)(2)(vi), no Tribe shall issue a commercial fishing captain license or a commercial fishing vessel registration to a person who also holds a license or permit of any kind issued by the State of Michigan for commercial fishing.

SECTION XXI. LICENSE REGULATIONS.

(a) No member of a Tribe sixteen (16) years of age or older may engage in fishing activity within 1836 Treaty waters without having in his or her possession at all times a commercial fishing captain license countersigned under 25 C.F.R. Part 249, a commercial fishing helper license countersigned under 25 C.F.R. Part 249, or a subsistence license issued in accordance with these regulations, or, if engaged in recreational fishing, a tribal identification.

(b) No member of a Tribe may allow a person who does not possess a valid fishing license as required by subsection (a) of this section to aid or assist him or her while engaged in any fishing activity authorized by this Code; provided, however, that a validly licensed member of a Tribe may employ the consulting technical expertise of a non-member by obtaining a permit therefore from GLRC, which permit may not extend for more than one calendar year and may not be renewed for more than one additional year. Such permit shall list the name and address of the

consultant, the type of fishing operation to which consultation will be provided, and the name and size of the vessel on which consultation will be provided. No such permit may be issued under any of the following circumstances:

(1) The consultant has an ownership interest in the vessel which the member seeks to utilize; or

(2) The consultant has an ownership interest in the fishing gear which the member seeks to utilize; or

(3) The consultant's payment for services from the member is based on a percentage of the member's proceeds from fishing activity.

(c) The license, permit or identification required by subsections (a) and (b) of this section shall be shown to any Enforcement Officer who makes a request therefore.

(d) Each boat which is used by a member of the Tribes for fishing activity shall have affixed to it in a clearly visible manner the number of the commercial fishing vessel registration issued by a Tribe. Each snowmobile or off road vehicle which is used by a member of a Tribe for fishing activity shall have affixed to it in a clearly visible manner a valid Tribal or State of Michigan snowmobile or off road vehicle registration.

(e) Each boat which is used by a member of a Tribe for commercial fishing activity must have on board at all times at least one person with a valid commercial fishing captain license.

No member of a Tribe may allow any person who does not possess a valid fishing license as required by subsection (a) of this section, or who does not possess a permit as required by subsection (b) of this section, to be on board a commercial fishing vessel while it is operating on 1836 Treaty waters; provided, however, that such person's presence may be authorized by the member's Tribe through the issuance of a written permit. Issuance of such authorization shall not be considered a permit to engage or assist in fishing activity. Such permit shall identify by name and address the authorized individual, specify the commercial fishing vessel upon which the individual may be a passenger and the purpose for his presence, and identify the dates for which such authorization is valid.

SECTION XXII. HARVEST REPORTING AND SAMPLING.

(a) Each person to whom a commercial fishing captain license has been issued shall file with his or her Tribe an accurate report of his or her harvest for each calendar month not later than the tenth (10th) day of the following month. The licensee who is in charge of the fishing vessel may file a single report listing the names and license numbers of all licensed fishers who worked on the vessel at any time during the previous month, as well as the information required in sub. (2), below.

(1) Harvest reports shall be filed with the designated office of the Tribe that has issued the license. A Tribe may designate the BSD as the recipient of its catch reports.

(2) The report shall be submitted on forms developed for that purpose by the BSD, and each report shall include, for each day of fishing activity:

(i) the kind of gear used, including mesh size and total length of net lifted or number of impoundment nets lifted;

(ii) the depth and location of fishing activity by grid number;
the total pounds of each species landed;

(iv) whether the fish were sold round or dressed;

(v) the fisher's license number;

(vi) the date of the activity; and

(vii) any other information required.

(3) The holder of a commercial fishing captain license who does not fish during a month shall file a report of "no fishing."

(4) Catch reports filed by individual Tribal fishers are confidential and protected from disclosure. CORA shall not divulge the name of any reporting fisher or release a catch

report except as required by an order from the appropriate Tribal court.

(b) Each person to whom a subsistence fishing license has been issued shall file with his or her Tribe an accurate report of his or her harvest for each calendar month not later than the tenth (10th) day of the following month.

(1) Subsistence harvest reports shall be filed with the designated office of the Tribe that has issued the license. A Tribe may designate the BSD as the recipient of its catch reports.

(2) The subsistence harvest report shall be submitted on forms developed for that purpose by the BSD, and each report shall include, for each day of fishing activity:

(i) the type and amount of gear used;

(ii) the location of fishing activity by grid number;

(iii) the total pounds round weight of each species landed;

(v) the fisher's license number and, if nets were used, the fisher's permit number;

(vi) the date of the activity; and

(vii) any other information required.

(3) The holder of a subsistence fishing license who does not fish during a month shall file a report of "no fishing."

(4) Catch reports filed by individual Tribal fishers are confidential and protected from disclosure. CORA shall not divulge the name of any reporting fisher or release a catch report except as required by an order from the appropriate Tribal court.

(c) Each tribally licensed commercial fisher shall issue a bill of sale to any retail outlet

purchasing fish from such fisher. The bill of sale shall be on a form developed by the BSD for that purpose which shall contain the name of the Tribal fisher; the number and pounds, by species, of fish sold; the date of sale; and the signature of the fisher.

(d) Tribally licensed commercial fishers selling fish to any state- or Tribally-licensed fish wholesaler shall furnish the wholesaler with the name of the seller, the seller's address and license number, the date of the sale, and the signature of the fisher on the state or Tribal wholesale fish record of purchase.

(e) Any Tribally-licensed fish wholesaler shall furnish written reports of all purchases of fish on a form developed by the BSD for that purpose, indicating the name of the seller; the date; the seller's license number; the number and pounds of each species sold; and the price paid for each species. Tribally-licensed wholesale fish dealers shall require identification from each seller of fish. A Tribally-licensed wholesale fish dealer shall purchase fish only from a State or Tribally licensed commercial fisher, or other legal source of fish. A copy of the report shall be mailed by the Tribally-licensed fish wholesaler to CORA by the tenth (10th) day of the month following the month in which the transaction occurred.

(f) Any catch shall be subject to reasonable biological sampling by Tribal biologists or the BSD to obtain information required for conservation and management purposes. If such sampling impairs or destroys the market value of the sampled fish, a reasonable value for the loss shall be paid to the fisher.

SECTION XXIII. ASSESSMENT FISHING.

Notwithstanding the other provisions of these Regulations, assessment fishing may be conducted by Tribal commercial fishers under permit from CORA or the State of Michigan. Such assessment fishing by commercial fishers, except that conducted by the United States, shall be limited by the following, except as may be otherwise approved by the state, the federal government, and the Tribes:

(a) Tribal commercial fishers shall not be permitted to conduct assessment fisheries in areas otherwise closed to Tribal commercial fishing under Section VIII.

(b) If an assessment conducted by commercial fishers will harvest a species in an area where commercial fishing for that species is prohibited by these Regulations, or will use gill nets in an area where the commercial use of such gear is otherwise prohibited by these Regulations, the assessment shall be limited to a single operation using no more than 6,000 feet of large mesh gill net, small mesh gill net, or graded mesh gill net, as appropriate.

PART SEVEN: REGULATION AND ENFORCEMENT

SECTION XXIV. TRIBAL REGULATIONS.

(a) Each of the Tribes may promulgate regulations necessary to implement those portions of the Management Plan or Consent Decree which apply to that particular Tribe only, or which affect it in ways that are not reflected in the Tribal Code.

(b) Each of the Tribes may promulgate additional and different regulations governing its members which are more restrictive than the provisions of the Tribal Code, provided that the regulations comply with the Management Plan and Consent Decree and do not involve matters that require uniformity among the Tribes.

(c) The violation of any Tribal regulation adopted as provided in this section is prohibited.

SECTION XXV. ORDERS OF THE DIRECTOR.

(a) The Director shall issue emergency orders closing, curtailing, or otherwise restricting fishing activity by Tribal fishers when substantial harm to the resource is imminent and the need for immediate action is evident. Such an emergency order, unless rescinded by the Director, shall remain in effect until forty-five (45) days from the date of issuance or until GLRC has acted upon the matter, whichever shall first occur.

(b) The Director shall have the authority to close fishing by members of any Tribe, or to implement other regulations authorized by or consistent with the Consent Decree, Management Plan, and these Regulations necessary to prevent that Tribe or its fishers from violating the provisions of the Consent Decree, Management Plan, these Regulations, or decisions of GLRC

or the Director made in accordance with the Management Plan.

(c) The violation of any order of the Director issued in accordance with this section is prohibited.

SECTION XXVI. JURISDICTION AND ENFORCEMENT.

(a) Jurisdiction to enforce these Regulations upon members of each Tribe is vested exclusively in the tribal court of that Tribe.

(b) Except for the provisions of Section XXVII, these Regulations are civil in nature. Violations may be punished by suspension or revocation of the fishing license or permit of the violator, assessment of a monetary penalty, forfeitures as set forth in subs. (c), (d), and (e), below, without the necessity of a separate forfeiture action, and any other penalty provided for by the civil or criminal code of the Tribe for violations within its jurisdiction.

(c) Violations of the regulations listed below shall be major violations and shall be punished by license or permit suspension for not less than thirty (30) days, a fine of not less than $250.00, forfeiture of the catch, and such additional penalties as the tribal court may order:

(1) Commercial fishing for species listed in Section XVI;

(2) Commercial fishing for a fish species during the closed season for that species in the area of the fishing activity;

(3) Commercial fishing in an area closed to that activity as specified in Section VIII;

(4) Fishing with gear prohibited in lake trout refuges, or with gear prohibited during closed seasons, or with gear which is prohibited by subsequent amendment of these Regulations or by an emergency order of the Director; and

(5) Engaging in commercial fishing activity without first having obtained a valid commercial fishing captain license or commercial fishing helper license, as required by

these Regulations.

(d) All fish, eggs, or parts of fish taken, possessed, sold, purchased, offered for sale or purchase, or transported, delivered, received, carried, shipped, exported, or imported contrary to these Regulations shall be subject to seizure and shall be forfeited to the appropriate tribal court.

(e) All traps, nets and other equipment, vessels, snowmobiles, vehicles, and other means of transportation used to aid in the taking, possessing, selling, purchasing, offering for sale or purchase, transporting, delivery, receiving, carrying, shipping, exporting, or importing any fish, eggs, or parts of fish in violation of these Regulations shall be subject to seizure and may be forfeited by the appropriate tribal court.

(f) The Tribes shall accept and prosecute all alleged violations of these Regulations referred to them by enforcement officers.

(g) Any enforcement officer may:

(1) Detain for inspection and inspect any package, crate, box, or other container, including its contents and all accompanying documents or tags, at reasonable times.

(2) Arrest without warrant any person committing in his or her presence or view a violation of Section XXVII.

(3) Execute any process for enforcement of the provisions of these Regulations.

(4) Search any place reasonably related to fishing activity, with or without a warrant, as authorized by state law.

(5) Seize, with or without warrant, any article which may be subject to forfeiture under subs. (c), (d), and (e), above, or which may be required as evidence of a violation of these Regulations, if the violation occurs in his or her presence; provided, however, that any such articles seized shall be delivered within forty-eight (48) hours of the time of seizure into the custody of the tribal court of the Tribe which has licensed or permitted the fisher who has violated these Regulations.

SECTION XXVII. CRIMINAL PROVISIONS.

(a) It shall be a criminal offense for any person to commit any of the following acts:

(1) Assault, resist, oppose, impede, intimidate, bribe, attempt to bribe, or interfere with an enforcement officer engaged in enforcing these Regulations.

(2) Violate any license or permit suspension or revocation ordered by a tribal court under Section XXVI.

(3) Commit any contempt in the presence of the tribal court.

(4) Violate any court order.

(5) Damage or steal nets or equipment belonging to another fisher, or steal from another fisher's nets.

(6) Possess a firearm while engaging in any fishing activity under these Regulations.

(b) Criminal offenses shall be punishable by a fine not to exceed $5,000.00 or imprisonment not to exceed one year, or both. In addition, the forfeiture provisions of Section XXVI(d) and Section XXVI(f) shall apply to those convicted of criminal offenses.

PART EIGHT: ACCESS

SECTION XXVIII. USE OF ACCESS SITES.

(a) Fishers issued licenses or permits under these Regulations, including subsistence fishers, are authorized to use access sites which are subject to permits issued by agencies of the State of Michigan and the United States to the Chippewa-Ottawa Treaty Fishery Management Authority (COTFMA), predecessor to CORA, and sites acquired by COTFMA from private parties, as well as such sites as CORA may receive permits for or acquire. Sites may be used for putting boats into and pulling boats out of the water, for docking facilities, and for parking of vehicles.

(b) The following regulations apply to the use of such access sites, in addition to any restrictions or requirements that may be set forth in the applicable permit:

(1) All vehicles shall be parked in the designated parking areas only.

(2) Equipment, with the exception of boat trailers, shall not be left on site overnight.

(3) Sites shall be maintained in a neat and orderly fashion with all garbage and refuse disposed of properly.

(4) Littering is prohibited.

(5) Cleaning of fish or fish disposal is prohibited.

(6) Maintenance of equipment on site is prohibited.

(7) Damage to trees, signs, and improvements is prohibited.

(8) Overnight camping and overnight housing are prohibited.

(c) Violations of this section are subject to the jurisdiction and enforcement provisions of Section XXVI and, in addition, may result in revocation or denial of permission to use access sites and an order of restitution for any damage caused.

Chapter 2. LTBB Off-Reservation (Ceded Territory, Hunting, Fishing, and Gathering [*Repealed*]

The Off-Reservation Hunting, Fishing and Gathering Statute, being Waganakising Odawak Statute 2002-07, is repealed.

(Source, WOS 2005-01, February 20, 2005, Section III(A); Section II of WOS 2005-01, codified at WOTC 4.504, delegated the promulgation of regulations to the Natural Resources Commission. By Section IV of WOS 2005-01 this change took "effect upon the Natural Resources Commission's adoption of regulations that govern the use, management and protection of natural resources within the Ceded Territory and Reservation.")

Chapter 3. Natural Resources Regulations for the Little Traverse Bay Bands of Odawa Indians' Reservation [*Repealed*]

The Natural Resources Regulations for the Little Traverse Bay Bands of Odawa Indians' Reservation Statute, being Waganakising Odawak Statute 2001-05, is repealed.

(Source, WOS 2005-01, February 20, 2005, Section III(B); Section II of WOS 2005-01, codified at WOTC 4.504, delegated the promulgation of regulations to the Natural Resources Commission. By Section IV of WOS 2005-01 this change took "effect upon the Natural Resources Commission's adoption of regulations that govern the use, management and protection of natural resources within the Ceded Territory and Reservation.")

Chapter 4. Wetland Protection and Management

4.401 FINDINGS

A. Importance to Ecosystem. Wetlands Areas are an integral and essential part of the ecosystem. Their functions include:

1. Sediment control;

2. They provide a natural filtration system needed to maintain surface and ground water quality;

3. They store water after high rainfalls thereby preventing erosion and failure of storm and sewage runoff and discharge systems;

4. Groundwater recharge;

5. They provide a habitat for many plants and animals, including aquatic life and endangered or threatened species;

6. Wetland habitats are needed for outdoor recreation, as well as fishing and hunting.

B. **Cultural Values**. The critical environmental functions of Wetland Areas make them very important to Little Traverse Bay Bands of Odawa Indians (LTBB) culture in that they provide medicinal, food and utilitarian plants, and a forum for outdoor education and ceremony.

(Source: WOS 2006-016, September 18, 2006, Section I)

4.402 PURPOSE

By protecting wetlands we protect our heritage for the next seven generations. The purposes of this Statute are:

A. Protection, preservation, proper maintenance, and use in accordance with the character, adaptability, and stability of the reservations' Wetlands in order to prevent pollution, or contamination; outlaw their disturbance and disturbance to the natural habitat therein; and prevent damage from erosion, siltation, and flooding.

B. Encourage education and proper cultural uses of our Wetlands, and reduce their over harvesting.

C. The coordination with, and support for the enforcement of any applicable federal statutes, ordinances and regulations involving wetlands protection and enhancement.

D. The establishment of standards and procedures for review of the regulation and uses of wetlands.

E. The establishment of enforcement procedures and penalties for the violation of the Statute.

F. To prevent the loss of Native Wetlands and any other Wetlands within the jurisdiction of LTBB.

(Source: WOS 2006-016, September 18, 2006, Section II)

4.403 DEFINITIONS

A. "**Applicant**". Any person or entity applying to conduct activity on or in any way alter wetlands, including but not limited to individuals, sole proprietorships, partnerships, corporations, associations, governments, and governmental agencies.

B. "**Coastal Wetland**". Wetlands that are within one mile or less of the Lake Michigan shoreline.

C. "**Conservation Enforcement Officer**". Any Tribal Conservation or Law Enforcement officer authorized by Tribal law to enforce Tribal conservation regulations, or federal enforcement agents, including Special Agents of the U.S. Fish and Wildlife Service.

D. "**Contiguous Wetland**". Wetland bordering a lake or stream or that is directly connected to, or within 500 feet of, the surface waters of the Great Lakes.

E. "**High Quality Wetlands**". Those wetlands determined to be of high quality by the LTBB Wetland Protection Officer using the rapid assessment for functional values analysis.

F. "**Hydric Soils**". A soil that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop an anaerobic condition in the upper part or as recognized in the United States Department of Agriculture Soil Surveys for the reservation land as a Hydric Soil.

G. "**Inland Wetland**". Any wetland over one mile from the Lake Michigan shoreline.

H. "**Non-contiguous Wetland**". A wetland over 500 feet from the surface waters of the Reservation land and not directly connected to waters therein.

I. "**Native Wetlands**". Wetlands that are within or connected to the 1855 LTBB Treaty Delineated Reservation that include marshes, bogs, fens, sedge meadows, seeps, or wet prairies.

J. "**Sediment Control**". When wetland vegetation greatly reduces the velocity of water flow, allowing suspended material to settle.

K. "**Wetland**". Land characterized by the presence of water at a frequency and duration sufficient to support, and that under normal circumstances does support, wetland vegetation or aquatic life, and is commonly referred to as a bog, swamp, or marsh, not contiguous to the Great Lakes, an inland lake or pond, or a river or stream. Wetlands must have hydric soils, wetland vegetation and presence of wetland hydrology.

L. "**Wetland Delineation**". Determining the boundaries of a wetland utilizing aerial photography, satellite telemetry data, digital imagery, other graphic representation of the area, and/or field reconnaissance.

M. "**Wetland Vegetation**". Plants that exhibit adaptations to allow, under normal conditions, germination and propagation, and to allow growth with at least their root systems in the water or saturated soils.

(Source: WOS 2006-016, September 18, 2006, Section III)

4.404 WETLAND PROTECTION OFFICER

The duties of the Wetland Protection Officer will be performed by the Wetland Technician or other qualified staff within the Environmental Services Department as determined by the Environmental Services Director.

A. Wetland Protection Officer Duties and Responsibilities:

1. Enforce regulations promulgated pursuant to this Statute;

2. Wetlands permitting and activities review;

3. Wetlands Delineation;

4. Conduct an annual review of this Statute and Regulations to recommend changes, identify conflicts between this Statute and Regulations and other governments' local ordinances and zoning laws/ordinances, and address accordingly;

5. Assist in development and review of LTBB's operating procedures for implementation of this Statute and Regulations;

6. Serve as a liaison between Tribal, Federal, County, State and local units of government on Wetland protection issues;

7. Apply for U.S. Army Corps of Engineers permits; Standard or Regional, if needed under Section 404 of the Clean Water Act, 33 U.S.C. § 1344.

(Source: WOS 2006-016, September 18, 2006, Section IV)

4.405 NATURAL RESOURCE COMMISSION

Pursuant to Const. art. VII, § D (16) a Wetland Review Board ("WRB") is hereby created.

A. Composition: The Natural Resource Commission shall serve as the WRB.

B. Wetland Review Board Mandates:

1. Hear permit application appeals under § -- of this Statute.

2. Develop procedures for permit application appeal hearings.

3. Provide recommendations to the Environmental Services Department.

(Source: WOS 2006-016, September 18, 2006, Section V)

4.406 LANDS TO WHICH THIS STATUTE APPLIES

This Statute shall apply to:

A. Non-contiguous and contiguous wetlands at least 1/3 acre in size;

B. All high quality wetlands, regardless of size, located on lands held in fee by, or trust for, LTBB, or otherwise under the jurisdiction of LTBB.

(Source: WOS 2006-016, September 18, 2006, Section VI)

4.407 WETLAND VERIFICATION AND DELINEATION

A. The Environmental Services Department and GIS Department, along with any other departments or staff assigned by the Tribal Administrator, shall prepare and keep current an inventory of all wetlands to which this Statute applies, including the preparation of composite Wetlands maps, using available resources including but not limited to United States Department of Agricultural Soil surveys, Wetland Criteria as established by the Army Corps of Engineers, field inspection, topographical maps, and aerial photography. The inventory and maps shall note areas of particular cultural significance. This inventory shall be in compliance with the proposed LTBB Cultural Areas Policy and Procedures.

(Source: WOS 2006-016, September 18, 2006, Section VII)

4.408 REGULATIONS; ADMINISTRATIVE PROCEDURES; DEPARTMENTAL PROCEDURES

A. Regulations

1. Uses Allowed Without a Permit. The Environmental Services Department shall develop regulations for uses allowed in a wetland without a permit.

2. **Uses Allowed With a Permit**. The Environmental Services Department shall develop regulations for activities allowed in a wetland with a permit.

3. **Prohibited Uses**. The Environmental Services Department shall develop regulations for uses that are prohibited in a wetland. They will include but are not limited to the following:

a. Deposit or permit the placing of fill material in a Wetland;

b. Dredge, remove, or permit the removal of soil or minerals from a wetland;

c. Construct, operate, or maintain any use or development in a wetland;

d. Drain surface water from a wetland;

e. Engage in wanton destruction or waste of fish, game, reptiles, amphibians or plants.

B. Administrative Procedures

1. **Permit Applications**. The Environmental Services Department shall develop administrative procedures for permit applications for permits required by regulations promulgated pursuant to this Statute.

2. **Appeals**. The Environmental Services Department shall develop administrative procedures for appeals from the grant or denial of permit applications for permits required by regulations promulgated pursuant to this Statute.

(Source: WOS 2006-016, September 18, 2006, Section VIII)

4.409 ENFORCEMENT AND PENALTIES

A. Enforcement.

1. The Tribal Court shall have jurisdiction to hear and adjudicate alleged violations of this Statute.

2. LTBB Conservation Enforcement Officers shall have the authority to issue civil citations for violations of any of the provisions of this Statute, or for any regulations promulgated pursuant to this Statute.

B. Penalties. If the Court finds that any person or entity destroyed or harmed wetlands in violation of this Statute, or any regulations promulgated pursuant to this Statute, it shall enter such orders as it deems necessary to restore such wetlands; including the issuance of injunctions requiring the restoration of such wetlands, or the assessment of monetary fees in amounts adequate to cover restoration costs, or any other appropriate civil penalty.

(Source: WOS 2006-016, September 18, 2006, Section IX)

4.410 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2006-016, September 18, 2006, Section X)

4.411 EFFECTIVE DATE

Effective upon the signature of the Executive, or 30 days from submission to the Executive branch, or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2006-016, September 18, 2006, Section XI)

Chapter 5. Natural Resources Commission

4.501 GENERAL PROVISIONS

A. The Little Traverse Bay Bands of Odawa Indians has determined that it is in the best interests of its members to regulate the wise utilization of Natural Resources within its jurisdiction in order to promote, honor and respect our traditional, spiritual and physical relationship with the land and waters, and the resources on, above, below and within the land and waters.

B. This statute is adopted under the provisions of the Constitution and By-Laws of the Little Traverse Bay Bands of Odawa Indians, the governance of which was recognized and extended by Section 8(a)(2) of Public Law 103-324. This Statute repeals and replaces the Natural Resources Commission Statute enacted on March 26, 1995, being Waganakising Odawak Statute1995005. It is intended that this statute continue in full force and effect not only until such time as the Little Traverse Bay Bands of Odawa Indians adopt a new constitution under the Indian Reorganization Act, as authorized by Section 8(a)(1) of public Law 103-324, but thereafter as well, unless and until it is modified, amended or revoked by the duly authorized and elected governing body as created by the new constitution.

(Source: WOS 2001-04, March 18, 2001, Section I)

4.502 DEFINITIONS

Definitions. In implementation of this statute, the following terms shall have the meanings set forth:

A. "**Commission**" shall mean the LTBB Natural Resources Commission consisting of a five (5) member body, as created pursuant to Article II of this statute, with the powers and authority vested therein.

B. "**Commissioner**" shall mean the individual designated to chair the Commission who shall have powers and authority vested in that office pursuant to this statute.

C. "**Associate Commissioner**" shall mean one of the four (4) members of the Commission appointed to serve thereon according to Article II of this statute, with powers and authority

vested in such members pursuant to this statute.

D. "**Tribal Council**" shall mean the elected governing body of the Little Traverse Bay Bands of Odawa Indians.

E. "**LTBB**" shall mean the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2001-04, March 18, 2001, Section I)

4.503 PURPOSE

The purpose of this Statute is to clarify the duties and authority of the Natural Resources Commission including drafting of regulations for Executive and Tribal Council's approval that will ensure the wise use and management of inland natural resources.

(Source: WOS 2013-004, April18, 2013, Section I)

4.504 NATURAL RESOURCES COMMISSION

A. There is hereby created the Natural Resources Commission, which shall consist of five (5) persons appointed according to Section B of this Article, which Commission is created for purposes described in Article I of this statute. The Commission is charged with the oversight and regulation of utilization of natural resources within LTBB's jurisdiction and shall exercise the powers and authorities described in Article IV [WOTC 4.504] hereof and such other powers and authorities described as may be delegated by the Tribal Council by resolution, amendment of this statute or by a separate statute.

B. The Natural Resources Commission shall consist of the following persons to be appointed according to Section C of this Article:

1. A Commissioner who shall serve as the Chair of the Commission and shall exercise the duties and responsibilities as set forth in this statute. The Commissioner shall be a duly enrolled member of the Little Traverse Bay Bands of Odawa Indians, shall be at least 18 years of age upon appointment to his or her first term of office.

2. Four (4) Associate Commissioners, who shall have the duties and responsibilities as set forth in this statute. An Associate Commissioner shall be a duly enrolled member of the Little Traverse Bay Bands of Odawa Indians, shall be at least 18 years of age upon appointment to his or her first term of office.

C. The Commissioner and the Associate Commissioners shall be appointed as follows:

1. Initial appointments. The Tribal Council shall appoint a Commissioner and two Associate Commissioners who shall serve for two (2) years, and two (2) Associate Commissioners who shall serve for four (4) year terms.

2. Future appointments. At the expiration of the terms of any Commissioners, the Tribal Council shall fill such vacancies by appointment.

3. At least forty-five (45) days prior to the expiration of the term of any Commissioner, the Commission's Administrative Assistant shall notify the Tribal Council to publicize the vacancy and shall seek applicants for appointment and nominations of individuals to be appointed.

D. The term of office of the Commissioner shall be four (4) years, and an individual may serve a total of two (2) terms in such capacity, whether or not consecutive. There shall be no limit on the terms that Associate Commissioners may serve and a past Commissioner may serve as an Associate Commissioner. The Commissioner and Associate Commissioners will continue to serve until their successors are appointed and sworn in.

E. As soon as practicable after appointment, the Tribal Court shall administer the oath of office to the Commissioner and to Associate Commissioners. The oath of office shall include a commitment to uphold the Constitution and laws of the Little Traverse Bay Bands of Odawa Indians and to perform faithfully and diligently the duties and responsibilities set forth in this statute, the mandates of the CORA Fishing Regulations for the 1836 Treaty Ceded Waters of Lakes Superior, Huron and Michigan, the Natural Resources Regulations for the Little Traverse Bay Bands of Odawa Indians' Reservation and the Uniform Conservation Code of the Odawa/Ottawa and Chippewa of Northern Michigan and future statutes adopted by the Tribal

Council.

F. Removal from the office of Commissioner or Associate Commissioner.

1. Grounds for removal of an individual from office of Commissioner or Associate Commissioner shall include:

a. Conviction of felony in Tribal, State or Federal court during a term of office;

b. Fraud, conspiracy to commit fraud or material misrepresentation or malfeasance in the performance of duties and responsibilities under this statute.

c. Failure to attend three (3) consecutive meetings of the Commission without valid excuse.

2. Procedure for removal of an individual from the office of Commissioner or Associate Commissioner shall be in accordance with the Removal of Commissioners and Nepotism Statute (Waganakising Odawak Statute 1997005), or such successor statute as the Tribal Council may enact.

3. In the event a vacancy occurs in the office of Commissioner or Associate Commissioner, by virtue of death, resignation or removal, the Tribal Council shall appoint a member meeting the eligibility requirements of this Statute to fill the remaining term.

(Source: WOS 2001-04, March 18, 2001, Section II)

4.505 MEETINGS OF THE NATURAL RESOURCES COMMISSION

A. Regular Meetings. Regular meetings of the Natural Resources Commission shall be held at least once a month for the purpose of conducting the business of the Natural Resources Commission. Regular meetings will be subject to the following requirements:

1. Notice of such meetings, including the date, time and location, shall be provided to each member of the Natural Resources Commission at least ten days prior to the date of the meeting.

2. Commissioner and each Associate Commissioner shall have a vote on all issues except when they have a conflict of interest.

3. Complete minutes of such meetings shall be taken and retained, subject to the exception contained in Section D of this Article, and shall become a part of the official records of the Natural Resources Commission.

4. Notice of upcoming meeting dates shall be posted in all Tribal Buildings and announced in the Odawa Trails Newsletter.

B. Public Informational Meetings. One time per year, the Commission shall hold its regular monthly meeting at a location suitable for any interested Tribal members to attend and receive information on the work and activities of the Commission. The following requirements apply to this annual meeting.

1. The agendas of such meetings shall be primarily informational in nature.

2. Substantial time shall be set aside at such meeting to permit the membership of the Little Traverse Bay Bands of Odawa Indians the opportunity to provide input on any aspect or issue which is relevant to the purpose and authority of the Natural Resources Commission.

3. Notice of such meetings shall be published in local periodicals wherever concentrations of members reside no later than ten days prior to such meeting, such notice to set forth the place, date, time and duration of such meeting and the agenda for such meeting.

4. Complete minutes of such meetings shall be taken and retained, and shall become a part of the legislative history of the Natural Resources Commission.

C. Special meetings. Special meetings of the Natural Resources Commission shall be held as needed upon the directive of the Natural Resources Commissioner or any two (2) Associate Commissioners upon receipt of five (5) days notice in writing. Special meetings shall be held in accordance with the requirements of the Stipend policy or such other statute or policy of the Tribal Council governing special meetings of commissions.

D. Regular and special meetings shall be conducted pursuant to the following additional rules:

1. It shall be the standard that all meetings of the Natural Resources Commission shall be open to all members of the Little Traverse Bay Bands of Odawa Indians; however, the Commissioner or a majority of the present Associate Commissioners may direct all or a portion of a regular or special meeting to be conducted in closed session when necessary to deal with personnel issues or to discuss any legal matters.

2. Minutes of all regular and special meetings of the Natural Resources Commission shall be transcribed, shall be kept on permanent file in the offices of the Natural Resources Commission, and shall be available for inspection by any member of the Little Traverse Bay Bands of Odawa Indians in accordance with the procedures developed by the Tribal Council.

3. The Commissioner and Associate Commissioners shall not participate in making any decision that involves a personal or financial interest of the member of his or her immediate family unless such interest is held in common with the Tribe and its members.

4. Quorum. A quorum shall consist of three members of the Commission. The Commissioner counts toward a quorum.

(Source: WOS 2001-04, March 18, 2001, Section III)

4.506 POWERS AND AUTHORITIES OF THE LTBB

A. The primary purpose of the Natural Resources Commission is to protect treaty hunting and fishing rights through monitoring resources and drafting regulations that are consistent with

the treaty rights and wise use of the resources. The Commission shall draft regulations for all hunting, fishing, trapping and gathering, including subsistence and commercial, for the area within the boundary established by the Treaty of 1855, the 1836 Treaty Ceded Territory, and 1836 Treaty Ceded Waters. The Natural Resources Commission also has the responsibility of drafting regulations necessitated by future statutes enacted by LTBB pertaining to Natural Resources.

(Source: WOS 2013-004, April 18, 2013, Section IV)

B. The Natural Resources Commission shall have the following additional powers:

1. To issue orders and directives not inconsistent with either statute; to take any and all steps necessary, not inconsistent with other statutes, to carry out the purposes set forth in subsection (A) of this Section.

2. When expressly authorized by Tribal Council action, to enter into contracts of all types with agencies of Federal, State, local or other Tribal governments, with private parties, including individuals, partnerships, corporations or other enterprises.

3. To issue, suspend or revoke licenses contemplated by this statute and the aforementioned mandates in subsection (A) of this Section addressing the commercial fishery and the harvest of the inland natural resources.

4. To issue, suspend or revoke special permits contemplated by this Statute and the aforementioned mandates in subsection (A) of this Section addressing the commercial and subsistence fishery and the harvest of inland natural resources.

5. Take or enact emergency measures in order to preserve the rights or resources of the Tribe or its members. This may include but not be limited to shortening or closing seasons, reducing bag limits and/or other similar methods. The NRC may take this action at any regularly scheduled meeting or by a phone poll called for that purpose. However, such emergency enactment shall require a unanimous vote of all sitting Natural Resource Commissioners and shall not conflict with any governing court order.

(Source: WOS 2005-01, February 20, 2005, Section II which by Section IV of WOS 2005-01 took effect immediately upon enactment)

4.507 POWERS OF THE COMMISSIONER

The Natural Resources Commissioner shall have the following powers and authority:

A. To chair meetings of the Natural Resources Commission.

B. To act in all respects on behalf of the Natural Resources Commission, subject, however, to ratification by the Natural Resources Commission on any action taken.

C. To represent the Natural Resources Commission, whenever it is appropriate for the Natural Resources Commission to be represented.

D. To serve on other boards or commissions as a representative of the Natural Resources Commission.

E. To delegate to any Associate Commissioner any of the duties and responsibilities of the Commissioner.

F. To exercise any other authority delegated to the Commissioner by statute or by action of the Tribal Council.

(Source: WOS 2001-04, March 18, 2001, Section V)

4.508 SAVINGS CLAUSE

In event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws or statutes of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2001-04, March 18, 2001, Section VI)

4.509 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the Statute, then upon Tribal Council override of the veto.

(Source: WOS 2013-004, April 18, 2013, Section III)

Chapter 6. Protection of Great Lakes

4.601 TITLE AND PURPOSE

A. Title. This Statute may be cited as the Little Traverse Bay Bands of Odawa Indians Great Lakes Protection Statute.

B. Purpose. The Bands that make up the Little Traverse Bay Bands of Odawa Indians (LTBB or Tribe) historically resided in the Great Lakes Region in harmony with the natural environment since well before the arrival of Europeans. The Great Lakes, especially Lakes Michigan, Huron and Superior, have provided the Tribe with food, water, and transportation for hundreds of years. The central mission of the Tribal government stated in the Tribe's Constitution is "to provide for the perpetuation of our way of life and the welfare and prosperity of our people, to preserve the right of self government, and to protect our property and resources." Preserving the environmental quality of the Great Lakes and their resources for the present and future generations is absolutely essential to the Tribe. This Statute is enacted to help protect and preserve the Great Lakes ecosystem.

(Source: WOS 1999010, June 27, 1999, Section I)

4.602 DEFINITIONS

The following definitions apply to this Statute:

A. "**Great Lakes**". Great Lakes means any of the following bodies of water: Lake Ontario

(including the Saint Lawrence River from Lake Ontario to the forty-fifth parallel of latitude), Lake Erie, Lake Huron (including Lake Saint Clair), Lake Michigan, Lake Superior, and all connecting waters.

B. "**Sale**". Sale means any selling or attempted selling of water from any of the Great Lakes.

C. "**Divert/Diversion**"**.** Divert or Diversion means any increased activity removing water from any of the Great Lakes to a point outside of the Great Lakes Basin. The term does not include movement of waters through locks designed to protect the Great Lakes from pollution that are already in use as of the date of enactment of this Statute.

(Source: WOS 1999010, June 27, 1999, Section II)

4.603 DRILLING, SALE, AND DIVERSION PROHIBITION

A. No person under the jurisdiction of LTBB may commence or carry out any drilling activity (including any slant or directional drilling) to extract oil, gas or other petroleum products from lands beneath waters under any of the Great Lakes.

B. No person under the jurisdiction of LTBB may commence or carry out any activities to sell or divert any waters from the Great Lakes.

C. The Tribal Prosecutor, as directed by the Tribal Council, shall bring any action necessary to enforce the prohibition contained in this section.

(Source: WOS 1999010, June 27, 1999, Section III)

4.604 VIOLATIONS OF FEDERAL LAW BASED ON TREATIES

A. Under Article VI of the United States Constitution, "all treaties made, or which shall be made, under the authority of the United States, shall be the supreme law of the land; and the judges in every state shall be bound thereby, anything in the Constitution or laws of any State to the contrary notwithstanding." LTBB was a party to numerous treaties with the United States

including the 1836 Treaty of Washington, 7 Stat. 491, in which the Tribe reserved the right to utilize Great Lakes resources for subsistence and commercial purposes. Federal Courts have upheld the continued vitality of this Treaty right. Degradation and destruction of the Great Lakes ecosystem constitutes an unauthorized limitation or negation of this Treaty right. Any such degradation or destruction therefore violates the "supreme law of the land."

B. Any drilling, sale or diversion which has the potential for impacting the waters of Lakes Michigan, Superior or Huron ceded by the 1836 Treaty of Washington would violate Federal law and Tribal law, and LTBB will take any appropriate and necessary action to prevent such activity including seeking Federal prosecution therefore.

(Source: WOS 1999010, June 27, 1999, Section IV)

4.605 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this ordinance is found by a court of competent jurisdiction to violate the Constitution, laws or ordinances of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, paragraph, subsection or section shall be considered to stand alone and to be deleted from this ordinance, the entirety of the balance of the ordinance to remain in full and binding force and effect.

(Source: WOS 1999010, June 27, 1999, Section V)

4.606 EFFECTIVE DATE

This Statute shall take effect immediately upon enactment [June 27, 1999].

(Source: WOS 1999010, June 27, 1999, Section VI)

Chapter 7. Solid Waste Disposal

4.701 INTRODUCTION / PURPOSE

The Little Traverse Bay Bands of Odawa Indians recognizes that unsanitary, inefficient, and

inappropriate methods of disposal of solid waste have an adverse impact upon the environment and the natural resources of the Little Traverse Bay Bands of Odawa Indians and its citizens, and the promulgation of standards of solid waste disposal and recycling are in the best interests of the Little Traverse Bay Bands of Odawa Indians people. Accordingly, the purposes of this Statute are to promote the health, safety and welfare of the Little Traverse Bay Bands of Odawa Indians' members and all others within LTBB's jurisdiction through the establishment of standards necessary to the sanitary and environmentally sound disposal of solid waste.

4.702 DEFINITIONS

A. "**Brush**" means cut or broken branches.

B. "**Campfire**" means small fire of not more than 3.5 ft. in diameter which has been contained in a pit, or metal or masonry burner. Used for cooking, warmth, or recreation.

C. "**Collection Site**" means any place designated by the Tribal Council or Natural Resource Department as the site where solid waste may be presented for disposal including transfer stations.

D. "**Collector**" means any natural or legal person, that person's employees and agents, who gather solid waste from another person.

E. "**Commercial Grade Waste Wood**" means any wood of commercial nature that has been treated, stained, painted, tarred, shingled, or glued.

F. "**Garbage**" means all putrescible (decayable) wastes, including animal and vegetable matter, animal offal and carcasses and recognizable industrial by-products, but excluding sewage and animal wastes.

G. "**Garbage Pits**" means holes, pits and or depressions in the normal topography created for the sole purpose of depositing and/or placing garbage and refuse as a means of disposal.

H. "**Hazardous Solid Waste**" means any solid waste defined as hazardous by the Environmental Protection Agency under the provisions of the Resource and Conservation Act of

1976, as amended, and includes but is not limited to, explosives, pathological wastes, pesticides, chemicals, and other toxic materials, which are harmful to public health.

I. "**Non-recyclable Waste**" means all solid waste not listed in Subsection (O) of this section, excluding hazardous waste.

J. "**Open Burning**" means any fire wherein the products of combustion are emitted directly into the atmosphere and are not directed thereto through a stack or chimney, incinerator, or other devices.

K. "**Open Dump**" means the consolidation of solid waste from one or more sources at a disposal site with unsanitary conditions, little or no cover, usually burning, and little or no management.

L. "**Person**" means any individual, firm, governmental unit, organization, partnership, corporation, or company.

M. "**Putrescible**" means solid waste capable of being decomposed by microorganisms with sufficient rapidity as to cause nuisances from odors and gasses, such as kitchen wastes, food scraps, offals and carcasses.

N. "**Radioactive Solid Waste**" means any radioactive material.

O. "**Recyclable Waste**" means glass containers, metal cans, jar lids, newspaper, magazines, phone books, hard-cover books, cardboard, brown paper bags, office/writing paper, envelops, file folders, plastics (HDPE and PET), aluminum cans, foil, batteries and motor oil.

P. "**Refuse**" means all non-putrescible wastes.

Q. "**Solid Waste**" means all garbage, refuse, rubbish, trash, and other discarded, solid materials, including solid wastes materials resulting from industrial, commercial, and agricultural operations, from community activities and individual people, but doses not include solid or dissolved materials in domestic sewage or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial waste water effluent, dissolved materials in

irrigation return or other common pollutants.

R. "**Solid Waste Collector**" means LTBB approved tribal or non-tribal entity responsible for collecting, transporting, and properly disposing of solid waste.

S. "**Solid Waste Disposal**" means the collection, storage, treatment, utilization, processing or final disposal of solid waste.

T. "**Solid Waste Disposal Facility**" means any land, personnel equipment, or resource approved for and used in the disposal of solid waste.

U. "**Solid Waste Reduction**" means reduction of waste at the source of generation, prior to recycling.

V. "**Spoiled Food**" means any food which has been removed from sale by the United States Department of Agriculture.

W. "**Transfer Station**" means any facility approved by the LTBB Tribal Council for the purpose of collecting, transporting and disposing of solid wastes.

X. "**Tribal Health**" means the Health Director and/or his authorized representative or Department representatives.

Y. "**Tribe or LTBB**" means the Little Traverse Bay Bands of Odawa Indians.

Z. "**Vector**" means an insect or other animal, which transmits infectious diseases from one person or animal to another.

AA. "**Waste Wood**" means any wood of commercial nature that has not been treated, stained, painted, tarred, shingled, or glued.

BB. "**Yard Waste**" means any waste associated with common yard maintenance, such as grass clippings, pulled weeds, leaves, twigs and branches.

(Source: WOS 2003-001, January 5, 2003, Section II)

4.703 APPLICABILITY

This Statute applies to all real property and persons under the jurisdiction of the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2003-001, January 5, 2003, Section III)

4.704 SOLID WASTE DISPOSAL

The following provisions shall apply to all solid waste disposal within LTBB Tribal jurisdiction.

A. No person shall leave, deposit, and/or dump solid waste anywhere within LTBB's jurisdiction except at a collection site or tribally approved transfer station.

B. No person shall store any solid waste on any properties or land within LTBB Tribal jurisdiction except for in containers, which have been approved and accepted by the solid waste collector.

C. No person shall burn and/or incinerate any solid waste on any properties within LTBB jurisdiction with the exception of those waste allowed for by permit (brush, yard waste and/or waste wood). This shall include but not be limited to burn barrels, burn baskets, in ground pits, garbage piles and the like.

D. No person shall deposit solid waste from any stopped or moving vehicle on to state, county, or tribal highways, roads, or right-of-ways, within LTBB Tribal jurisdiction.

E. No person shall dispose of any commercial hazardous and/or nuclear waste within LTBB jurisdiction.

F. No person shall deposit solid waste at a collection site or transfer station except in a manner approved by the solid waste collector.

G. The owner and/or occupant of any premise, business establishment, or industry within LTBB jurisdiction shall be responsible for the proper disposal of any solid waste produced by or accumulated at said premise, business establishment, or industry.

(Source: WOS 2003-001, January 5, 2003, Section IV)

4.705 SOLID WASTE REDUCTION, REUSE AND RECYCLING

Solid waste reduction, reuse and recycling are the preferred methods of handling solid waste. LTBB is and will continue to be committed to solid waste reduction, reuse and recycling.

A. All Tribally owned or funded facilities and/or enterprises shall implement a solid waste recycling and reduction policy developed by the Tribal Council or its designee.

B. The Tribe will make available at all Tribal housing sites and/or developments recycling collection bins.

C. All Tribally owned and/or funded facilities and/or enterprises and the collector contracted to empty the recycling collection bins shall not dispose of the said collected recyclables in any fashion other than which would allow the said recyclables to be recycled.

(Source: WOS 2003-001, January 5, 2003, Section V)

4.706 OPEN BURNING

Burning is not a recommended method of waste disposal. However, open-air burn permits may be issued for the burning of brush, other yard wastes and waste wood if conditions are conducive to safety and environmental protection.

A. The applicant must request a permit and receive approval in writing from the LTBB Natural Resources Department prior to any burning.

B. The Permittee will be required to inform the nearest local fire authority as to the time and location of the intended burn.

C. The permittee will be held responsible for any damages that may result from the fire itself or any other fires caused by the initial fire.

D. All permitted fires shall be attended at all times.

E. The permit will be valid for thirty (30) days after the date issued. The permittee must request in writing another permit after the expiration date.

F. All burning must cease and the permit becomes void if a burn ban is issued (contact local fire authority). The permittee shall be required to obtain a new permit in writing to continue burning once the restriction or ban has been lifted.

G. The permittee will be required to comply with any burning restrictions and/or bans that may be currently in place or enacted.

H. Burn permits are not required for campfires.

I. No permit shall be required when an inch or more of snow is present provided that no other restrictions apply.

(Source: WOS 2003-001, January 5, 2003, Section VI)

4.707 SOLID WASTE COLLECTION AND TRANSPORT

A. Any solid waste transported within LTBB jurisdiction shall be collected and transported in a manner that prevents the waste from leaking, blowing off, or falling from the transport vehicle. If there is any solid waste lost from or if there is any spillage from the collection container or transportation vehicle, the material shall be immediately picked up by the solid waste collector and returned to the vehicle or container and the area properly cleaned.

B. Commercial vehicles or containers used for collection and transportation of garbage and other putrescible wastes, or solid waste containing such materials, shall be covered, leak proof, durable, and of easily cleanable construction. These shall be cleaned to prevent nuisances,

pollution, or insect breeding and shall be maintained in good repair.

(Source: WOS 2003-001, January 5, 2003, Section VII)

4.708 ENFORCEMENT

A. LTBB's Law and Conservation Enforcement officers shall be empowered to enforce all provisions of this Solid Waste Statute. When necessary to enforce this Statute, Tribal law enforcement or natural resources conservation officers may file reports with the Tribal Prosecutor.

B. Any duly authorized agent, in the performance of his or her duty, may enter into any premises on or in which he or she has reasonable cause to believe a violation of this Statute is occurring after obtaining a valid search warrant from the Tribal Court, subject to the common law exceptions for exigent circumstances.

C. Violation of any provision of this Statute is a civil penalty which may not exceed $500. Each day of any continuing violation may be charged as a separate violation, and a separate penalty may be imposed.

D. In addition to a civil penalty, any personal property which has been used in connection with a violation of this Statute, including vehicles and other equipment may be seized and forfeited in satisfaction of any judgment rendered pursuant to this Statute.

E. Any person found in violation this Statute shall be responsible for any damage, clean up and/or remediation that may be necessary as a result of the said violation.

F. Repeated violations by occupants or Tribal Members that are renting or leasing from the Tribe may be punished by the termination of the rental agreement and/or lease.

G. Nothing herein shall prevent the Little Traverse Bay Bands of Odawa Indians from bringing suit against any violator of this Statute for monetary damages, for harm to any LTBB resources, or for injunctive relief.

(Source: WOS 2003-001, January 5, 2003, Section VIII)

4.709 PERMITS

The Little Traverse Bay Bands of Odawa Indians Natural Resource Department shall be responsible for the issuance of permits under this Statute.

(Source: WOS 2003-001, January 5, 2003, Section IX)

4.710 LIMITATIONS

Nothing within this Statute shall be constructed to limit the authority of the Tribal Council from adopting more stringent solid waste disposal requirements than those set forth in this Statute.

(Source: WOS 2003-001, January 5, 2003, Section X)

4.711 SAVINGS CLAUSE

In the event that any phrase, part, provision, paragraph, subsection or section of this Statute found by a court of competent jurisdiction to violate the Constitution or laws of the Little Traverse Bay Bands of Odawa Indians, such phrase, part, provision, paragraph, subsection or section shall be considered to stand alone and to be deleted from this Statute, the entirety of the balance of the Statute to remain in full and binding force and effect.

(Source: WOS 2003-001, January 5, 2003, Section XI)

4.712 EFFECTIVE DATE

This Statute shall take effect upon enactment by Tribal Council [January 5, 2003].

Chapter 8. Conservation and Cultural Preservation Easement Act

4.801 PURPOSE

The way of life of the Little Traverse Bay Bands of Odawa Indians (LTBB) relies upon environmental protection for cultural perpetuation. This is rooted in the traditional reliance on Great Lakes and inland fishing and hunting, and the many plant species that have cultural, medicinal, and spiritual values for the Tribe. For centuries, LTBB Tribal members have subsisted by making good use of the natural resources available to them, including the flora and fauna in their environment, for food, medicines, clothing, shelter, and heat. This way of life continues to be threatened by the increasing popularity of LTBB's 1836 and 1855 Treaty Reservation and surrounding area both as a resort locale and as a permanent home. Development is still on the rise to accommodate the large numbers of people visiting and relocating in the area. The escalating development and rise in population density will continue to have a negative impact on the area's natural resources that hold such central importance to the Tribe.

The Little Traverse Bay Bands of Odawa Indians strives to protect vital areas such as sites of cultural significance, scenic view-sheds, open space, wetland areas, waterfront property, plant and animal habitat, and endangered/threatened species, etc. By protecting these vital areas in perpetuity, LTBB ensures that these areas and thus the LTBB way of life will be protected for the next seven generations.

(Source: WOS 2004-01, July 25, 2004, Section I)

4.802 DEFINITIONS

As used in this Statute:

A. "**Conservation Easement**" means an interest in land which provides limitation on the use of land or a body of water, or requires or prohibits certain acts on or with respect to the land or body of water, whether or not the interest is stated in the form of a restriction, easement, covenant, or condition in a deed, will, or other instrument executed by or on behalf of the owner of the land or body of water or in an order of taking, which interest is appropriate to retaining or maintaining the land or body of water, including improvements on the land or body of water, predominantly in its natural, scenic, or open condition, or in an agricultural, farming ,open space, or forest use, or similar use or condition.

B. "**Cultural/Historic preservation easement**" means an interest in land which provides a limitation on the use of a structure or site that is listed as a national historic landmark pursuant to the historic sites act of 1935, Public Law 74-292; is listed on the national register of historic places pursuant to the national historic preservation act of 1966, Public Law 89-665; is recognized as a site of cultural and/or historical significance according to the Little Traverse Bay Bands of Odawa Indians Archives and Records Department, or prohibits certain acts on or with respect to the structure or site, whether or not the interest is stated in the form of a restriction, easement, covenant, or condition in a deed, will or other instrument executed by or on behalf of the owner of the structure or site or in an order of taking, which interest is appropriate to the preservation or restoration of the structure or site.

C. "**Traditional Use Easement**" means a provision in a restriction, easement, covenant, deed, will or other instrument executed by or on behalf of the owner of the land that allows LTBB members to hunt, fish, gather plants, hold ceremonies and/or erect temporary or permanent structures as specified in such provision. A conservation easement as defined in Section II(A) and a cultural/historic preservation easement as defined in Section II(B) may also contain traditional use easements.

(Source: WOS 2004-01, July 25, 2004, Section II)

4.803 ENFORCEABILITY AND CONSERVATION EASEMENT: RECORDATION

A conservation easement granted to a governmental entity, including but not limited to the LTBB Tribal Government, or to a charitable or educational association, corporation, trust, or other legal entity, including but not limited to those formed under the laws of LTBB, before or after the effective date of this Statute, shall be enforceable against the owner of the land or body or water subject to the easement despite a lack of privity of estate or contract, a lack of benefit running to particular land or a body of water, or the fact that the benefit may be assigned to another governmental entity or legal entity. Any such easement created after the effective date of this Statute that is for lands within the exclusive jurisdiction of LTBB or granted to LTBB or an entity formed under the laws of LTBB shall be filed with the LTBB Archives and Records Department as well as the register of deeds in the county in which the land is located to be effective against a bona fide purchaser for value or other grantee without actual notice.

(Source: WOS 2004-01, July 25, 2004, Section III)

4.804 ENFORCEABILITY OF CULTURAL / HISTORIC PRESERVATION EASEMENT: RECORDATION

A cultural/historic preservation easement granted to a governmental entity including but not limited to the LTBB Tribal Government, or to a charitable or educational association, corporation, trust, or other legal entity, including but not limited to those formed under the laws of LTBB, before or after the effective date of this Statute, whose purposes include the preservation or restoration of structures or sites described in section II(B) shall be enforceable against the owner of the structure or site subject to the easement despite a lack of privity of estate or contract, a lack of benefit running to the particular structure or site, or the fact that the benefit may be assigned to another governmental entity or legal entity whose purposes include the preservation or restoration of structures or sites described in section II(B). Any such easement created after the effective date of this Statute that is for lands within the exclusive jurisdiction of LTBB or granted to LTBB or an entity formed under the laws of LTBB shall be filed with the LTBB Archives and Records Department as well as the register of deeds in the county in which the land is located to be effective against a bona fide purchaser for value or other grantee without actual notice.

(Source: WOS 2004-01, July 25, 2004, Section IV)

4.805 ENFORCEABILITY OF TRADITIONAL USE EASEMENT

A traditional use easement granted to a governmental entity, including but not limited to the LTBB Tribal Government, or to a charitable or educational association, corporation, trust, or other legal entity, including but not limited to those formed under the laws of LTBB, before or after the effective date of this Statute, shall be enforceable against the owner of the land or body or water subject to the easement despite a lack of privity of estate or contract, a lack of benefit running to particular land or a body of water, or the fact that the benefit may be assigned to another governmental entity or legal entity. Any such easement created after the effective date of this Statute that is for lands within the exclusive jurisdiction of LTBB or granted to LTBB or an entity formed under the laws of LTBB shall be filed with the LTBB Archives and Records Department as well as the register of deeds in the county in which the land is located to be

effective against a bona fide purchaser for value or other grantee without actual notice.

(Source: WOS 2004-01, July 25, 2004, Section V)

4.806 ENFORCEABILITY OF OTHER RESTRICTIONS, EASEMENTS, COVENANTS OR CONDITIONS

This Statute does not render a restriction, easement, covenant, or condition which does not have the benefit of this Statute unenforceable.

(Source: WOS 2004-01, July 25, 2004, Section VI)

4.807 RECORDATION OF EASEMENTS; ENFORCEMENT; ASSIGNMENT AND ACQUISITION

A. A conservation easement, historic preservation easement or traditional use easement is an interest in real estate, and a document creating one or more of those easements shall be considered a conveyance of real estate and shall be enforced either by an action at law or by an injunction or other equitable proceedings.

B. A conservation easement described in section II(A) and a traditional use easement described in section II(C) may be assigned to a governmental or other legal entity, which shall acquire that interest in the same manner as the governmental entity or legal entity acquires an interest in land.

C. A cultural/historic preservation easement described in section II(B) may be assigned to a governmental or other legal entity whose purposes include preservation or restoration of structures or sites described in section II(B), which shall acquire that interest in the same manner as the governmental entity or legal entity acquires an interest in land.

(Source: WOS 2004-01, July 25, 2004, Section VII)

4.808 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws or ordinances of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2004-01, July 25, 2004, Section VIII)

4.809 EFFECTIVE DATE

This Statute takes effect thirty days from the date of enactment.[from July 25, 2004]

(Source: WOS 2004-01, July 25, 2004, Section IX)

Chapter 9. Fishing Vessel Safety

4.901 INTRODUCTION / PURPOSE

In order to protect members engaged in commercial fishing pursuant to the rights reserved in the Treaty of 1836 and in accordance with the Memorandum of Understanding with the United States Coast Guard (USCG), the Little Traverse Bay Bands of Odawa Indians (LTBB) hereby enacts this Statute in an attempt to decrease the potential of death, personnel injury, and or property damage that may be associated with the high risk activity of commercial fishing. Any duly licensed LTBB commercial fisherman shall ensure that he and any vessel he may operate are in full compliance with the following safety provisions. Failure to comply with the following safety provisions could result in fines, suspension or revocation of fishing license.

(Source: WOS 2004-02, July 25, 2004, Section I)

4.902 DEFINITIONS

A. "**Auxiliary Craft**": a vessel that is carried onboard a commercial fishing vessel and is normally used to support fishing operations.

B. "**Buoyant Apparatus**": a buoyant apparatus approved by the Commandant.

C. "**Coast Guard**": a commissioned, warrant, or petty officer of the U.S. Coast Guard Boarding Officer having authority to board any vessel under the Act of August 4, 1949, 63 Stat. 502, as amended (14 U.S.C. 89).

D. "**Cold Waters**": water where the monthly mean low water temperature is normally 59º F (15º C) or less.

E. "**Commandant**": the Commandant of the U.S. Coast Guard or an authorized representative of the Commandant of the U.S. Coast Guard.

F. "**Commercial Fishing**": a fishing activity engaged in for the purpose of sale of fish or parts of fish.

G. "**Enforcement Officer**": any Tribal, Federal or State officer authorized under this Statute, the 2000 Great Lakes Consent Decree or the LTBB/USCG MOU to enforce LTBB fishing rules and regulations.

H. "**Fishing Vessel**": a vessel that commercially engages in the catching, taking, or harvesting of fish or an activity that can reasonably be expected to result in the catching, taking or harvesting of fish.

I. "**Inflatable Buoyant Apparatus**": an inflatable buoyant apparatus approved by the Commandant.

J. "**Traditional Craft**": a vessel such as a dugout canoe, cedar strip or birch bark canoe, that is hand made and is not powered by anything other than hand paddles and the elements of nature.

K. "**USCG**": means the United States Coast Guard.

L. "**Warm Waters**": means water where the monthly mean low water temperature is

normally above 59º F (15º C).

(Source: WOS 2004-02, July 25, 2004, Section II)

4.903 EQUIPMENT

A. Lights.

1. Vessels 39.4 feet and less are required to have the following:

a. Side lights: Sidelights that are visible from dead ahead to 22 ½ degrees abaft the beam (red port light and green starboard light).

b. Masthead and/or stern light: An all around white light.

2. Vessels over 39.4 feet are required to have the following:

a. Side lights: Sidelights that are visible from dead ahead to 22 ½ degrees abaft the beam (red port light and green starboard light).

b. Masthead and/or stern light: A stern light and a masthead light that shows dead ahead to 22 ½ degrees abaft the beam on either side.

B. Distress Signals.

1. Visual:

a. Vessels that operate within three miles of the Coastline of the Great Lakes are required to have the following:

i. Night visual distress signals: One electric distress light or 3 approved flares; and

ii. Day visual distress signals: One distress flag, or 3 approved flares,

or 3 approved smoke signals.

b. Vessels that operate more than three miles from the Coastline of the Great Lakes are required to have the following:

i. 3 Parachute flares, 6 handheld flares, and 3 smoke signals.

2. Sound:

a. Vessels 39.4 feet and less are required to have the following:

i. A means of making an efficient sound signal audible within one nautical mile of the vessel.

b. Vessels over 39.4 feet are required to have the following:

i. Whistle and bell.

3. Emergency Position Indicating Radiobeacon (EPIRB):

a. Vessels less than 36 feet in length that operate more than three miles from the coastline of the Great Lakes are required to have the following:

i. A manually activated Category 2, 406 MHz EPIRB. The EPIRB shall be installed in a readily accessible location at or near the principle steering station; or

ii. A float free automatically activated Category 1, 406 MHz EPIRB. This EPIRB shall be stowed in the manner so that it will float-free if the vessel sinks; or

iii. Personal Category 2, 206 MHz EPIRB.

b. Vessels 36 feet or more in length that operate more than three miles from the

coastline of the Great Lakes are required to have the following:

i. A float-free automatically activated Category 1, 406 MHz EPIRB. This EPIRB shall be stowed in a manner so that it will float-free if the vessel sinks.

c. Servicing/Maintenance: The captain or individual in charge of the vessel must ensure that each EPIRB on board is in good working order and that it is tested and serviced as required by this section.

i. The EPIRB must be tested immediately after installation and at least once each month thereafter. The test shall be conducted in accordance with the manufactures instructions, using the visual or audio indicator on the EPIRB. Each test shall be recorded on a log to be kept on the vessel.

ii. Batteries for the EPIRB shall be replaced after the EPIRB deployed for any purpose other than testing and before the expiration date of the battery.

iii. All non-functioning or damaged EPIRB's must be replaced with an operational EPIRB.

d. Exceptions:

i. A skiff/work boat or auxiliary craft is not required to carry an EPIRB; if:

aa. Its "mother ship" is required to carry an EPIRB; and

bb. When not in use, the skiff/work boat or auxiliary craft is carried on board the mother ship.

C. Communication Equipment.

1. Each vessel must be equipped with an operational VHF FM handheld submersible ship to shore radio; or

2. An operational cell phone capable of communicating in the area fished.

D. Life Preservers and Personal Floatation Devices.

1. Types: Each vessel must be equipped with at least one immersion suit, exposure suit, or wearable personal flotation device (PFD) of the proper size for each individual on broad and as specified below. Each life preserver or PFD must be stowed so that it is readily accessible to the individual for whom it is intended.

a. Lake Superior: Immersion Suit.

b. Lake Michigan and Lake Huron:

i. Vessels 40 feet or more in Length: Type I, Type V commercial hybrid, immersion suit, or exposure suit.

ii. Vessels 40 feet or less in length: Type I, Type II, Type III, Type V commercial hybrid, immersion or exposure suit.

2. Markings: Each immersion suit, exposure suit or PFD must be marked with the name of either the vessel, the owner of the device, or the individual to whom it is assigned. The lettering used in marking must be in block capital letters.

3. Operation Readiness and Maintenance: The captain or individual in charge of the vessel must ensure that each immersion suits, exposure suits, or wearable PFD must be in good working order, ready for immediate use, and readily accessible before the vessel leaves port and at all times when the vessel is in operation.

4. Approved equipment/materials: All immersion suits, exposure suits, or wearable personal flotation devices must be equipped with a Coast Guard approved PFD light and

have at least 31 square inches per side of retro-flective material attached to the front and back.

E. Throwable Floatation Device.

1. Types: Each vessel as specified below must be equipped with a throwable floatation device or ring buoy and a proper corresponding length of line.

a. Vessels less than 16 feet: No throwable flotation devices are required.

b. Vessels 16 feet or more but less than 26 feet: One (1) throwable buoyant cushion or ring buoy equipped with a line at least 60 feet in length.

c. Vessels 26 feet or more but less than 65 feet: One (1) orange Coast Guard approved ring buoy at least 24 inches in size equipped with a line at least 60 feet in length.

d. Vessels 65 feet or more: Three (3) orange ring buoys at least 24 inches in size each equipped with a line at least 90 feet in length.

2. Markings: All throwable flotation devices and ring buoys must be marked with the name of the vessel. The lettering used in marking must be in block capital letters.

3. Operation Readiness and Maintenance: The captain or individual in charge of the vessel must ensure that each throwable flotation device and/or ring buoy be in good working order, ready for immediate use, and readily accessible before the vessel leaves port and at all times when the vessel is in operation.

4. Approved equipment/materials: All throwable flotation devices and ring buoys must be U.S. Coast Guard certified or approved.

F. Survival Craft.

1. Warm Waters:

a. All vessels (regardless of length), which operate within three miles of the Great Lakes Coastline and have 3 or fewer people on board are not required to have a survival craft.

b. All vessels (regardless of length), which operate beyond three miles of the Great Lakes Coastline and have 3 or fewer people on board are required to have a buoyant apparatus.

2. Cold Waters:

a. Vessels less than 36 feet in length are required to have a buoyant apparatus.

b. Vessels 36 feet in length or more are required to have an inflatable buoyant apparatus.

3. Markings: Each inflatable life raft, inflatable buoyant apparatus or any auxiliary craft used in their place must be marked with the name of either the vessel or the owner of the device. The lettering used in marking must be in block capital letters.

4. Operation Readiness and Maintenance: The captain or individual in charge of the vessel must ensure that each item of lifesaving equipment must be in good working order, ready for immediate use, and readily accessible before the vessel leaves port and at all times when the vessel is in operation.

G. Fire Extinguisher.

1. Vessels under 16 feet in length:

a. Must either have a fixed Fire Extinguishing System in the machinery space; or

b. One (1) B-I hand portable U.S. Coast Guard approved fire extinguisher.

2. Vessels 16 feet or more but less than 26 feet in length:

a. Must either have a fixed Fire Extinguishing System in the machinery space; or

b. One (1) B-I hand portable U.S. Coast Guard approved fire extinguisher.

3. Vessels 26 or more but less than 40 feet in length:

a. Must have a fixed Fire Extinguishing System in the machinery space and one (1) B-I hand portable U.S. Coast Guard approved fire extinguisher; or

b. Two (2) B-I hand portable U.S. Coast Guard approved fire extinguishers.

4. Vessels 40 feet or more but not over 65 feet in length:

a. Must have a fixed Fire Extinguishing System in the machinery space and two (2) B-I hand portable U.S. Coast Guard approved fire extinguishers; or

b. Three (3) B-I hand portable U.S. Coast Guard approved fire extinguishers.

(Source: WOS 2004-02, July 25, 2004, Section III)

4.904 ALCOHOL AND CONTROLLED SUBSTANCES

A. Operation of Fishing Vessel Under the Influence: No member shall operate a fishing vessel on the waters of the Ceded Territory if either one of the following applies:

1. The member is under the influence of intoxicating liquor or a controlled substance or combination thereof; or

2. The member has an alcohol content of .90 percent or higher; or

3. The intoxicant's effect on the member's manner, disposition, speech, muscular movement, general appearance, or behavior is apparent by observation.

B. Zero Tolerance Members under 21 Operating a Fishing Vessel Under the Influence: A member who is less than 21 years of age shall not operate a fishing vessel on the waters of the Ceded Territory if the member has any presence of alcohol within the member's body resulting from the consumption of intoxicating liquor.

C. Preliminary Chemical Breath Analysis: A duly authorized enforcement officer who has reasonable cause to believe that a member was operating a fishing vessel on the waters of the Ceded Territory and that by consumption of intoxicating liquor the member's ability to operate a vessel may have been affected or who has reasonable cause to believe that a member under the age of 21 was operating a fishing vessel while having any bodily alcohol content, that officer may require the member to submit to a preliminary chemical breath analysis. The results of such analysis may be used as the basis to issue a citation or other discipline.

D. Refusal to Submit Preliminary Chemical Breath Analysis: A member who refuses to submit to a preliminary chemical breath analysis upon the request of an officer shall be subject to a civil remedial forfeiture action with a maximum fine of up to $1,000.00.

(Source: WOS 2004-02, July 25, 2004, Section IV)

4.905 DOCKSIDE INSPECTIONS

A. Any vessel utilized for commercial fishing activities shall be inspected by duly authorized enforcement personnel at dockside every two (2) years. Proof of inspection shall be demonstrated by the affixing by enforcement personnel to the vessels outer hull a U.S. Coast Guard- approved Fishing Vessel Compliance decal.

(Source: WOS 2004-02, July 25, 2004, Section V)

4.906 REQUIRED DECALS

A. Injury Placard.

1. Each vessel must have posted in a highly visible location accessible to the crew a placard measuring at least 5 inches by 7 inches which reads:

Notice
Report of Injuries

United States law, 46 United States Code 100603, requires each seaman on a fishing vessel, fish processing vessel or fish tender vessel to notify the master (captain) or individual in charge of the vessel or other agent of the employer regarding any illness, disability, or injury suffered by the seaman when in service to the vessel not later than seven days after the date on which the illness, disability or injury arose.

B. Discharge of Oil Prohibited.

1. All vessels 26 feet and larger in length must have a placard of at least 5 by 8 inches, made of durable material affixed to a conspicuous place in each machinery space, or at the bilge and ballast pump control station which read the following:

Notice
Discharge of Oil Prohibited

The Federal Water Pollution Control Act prohibits the discharge of oil or oily waste into or upon the navigable waters of the United States, or the waters of the contiguous zone or which may affect natural resources belonging to, appertaining to or under the exclusive management authority of the United States, if such discharge causes a film or discoloration of the surface of the water or causes a sludge or emulsion beneath the surface of the water. Violators are subject to substantial civil penalties and/or criminal sanctions including fines and imprisonment.

C. Discharge of Plastics / Garbage Prohibited.

1. All vessels 26 feet and larger in length must have a placard of at least 4 by 9 inches, made of durable material, with lettering at least 1/8 inch high and displayed in prominent locations and in sufficient numbers so that they can be read by the crew and passengers. The placard shall read as follows:

2.

Notice
Discharge of Plastics/Garbage Prohibited (MARPOL):

The discharge of all garbage into the Great Lakes or their connecting or tributary waters is prohibited. A person who violates the above requirements is liable for civil penalty for each violation, and the criminal penalties of a class D felony.

(Source: WOS 2004-02, July 25, 2004, Section VI)

4.907 ADDITIONAL PROVISIONS

A. It shall be criminal offense for any person to commit any of the following acts:

1. Carry any firearms on the vessel;

2. Assault, resist, oppose, impede, threaten, bribe or attempt to bribe or interfere with an officer engaged in enforcing any provisions of regulations found within this Statute;

3. Violate any court order relating to the use of a vessel or fishing activity; and

4. Violate sec.IV.A., IV.B. or IV.D [WOTC 4.904(A),(B) or (D)].

(Source: WOS 2004-02, July 25, 2004, Section VII)

4.908 ENFORCEMENT

A. Boardings.

1. To facilitate the boarding of vessels by the appropriate enforcement officer (U.S. Coast Guard or Tribal Conservation Enforcement Officer or State Officers) in the exercise of their authority, any vessel if underway and upon being hailed by the U. S. Coast Guard, Tribal Conservation Enforcement, or State Conservation Enforcement must stop immediately and lay to, or must maneuver in such a way to permit the boarding officer to come aboard. Failure to permit the Coast Guard or Tribal Conservation Enforcement Officer to board a vessel or refusal to comply will subject the operator or owner of the vessel to the penalties provided by law.

2. Coast Guard, Tribal, and State boarding vessels will be identified by their corresponding insignias and enforcement markings. The boarding officers from each agency will be dressed in the appropriate Coast Guard, Tribal or State uniforms. The boarding officer upon boarding the vessel will identify himself to the captain, owner or operator and explain his mission.

(Source: WOS 2004-02, July 25, 2004, Section VIII)

4.909 PENALTIES

A. Termination of Voyage. An Enforcement Officer may direct the captain, owner or operator of the vessel to immediately take reasonable steps necessary for the safety of individuals on board the vessel if the Enforcement Officer observes the vessel being operated in an unsafe manner and determines that an especially hazardous condition exists. The Enforcement Officer may terminate the voyage and instruct the captain, owner or operator of the vessel to return the vessel to a mooring, dock or shore until the hazardous condition is corrected. Hazardous conditions may include but are not limited to the following:

1. An insufficient type or number of lifesaving equipment onboard may include insufficient number of required PFD's, immersion suits, exposure suits or survival craft capacity;

2. Improperly maintained or non-operational PFD's, immersion suits, exposure suits or survival craft capacity;

3. An inoperable Emergency Position Indicating Radio Beacon (EPIRB);

4. Inoperable radio communication equipment (when required);

5. Inadequate fire fighting equipment on board;

6. Inoperable bilge system;

7. Intoxication of the captain (master) or individual in charge of the vessel;

8. A lack of adequate or operational navigation lights during periods of reduced visibility; and

9. Flooding or uncontrolled leakage in any space.

B. Vessel Use Restriction. No vessel may be used for commercial fishing, which has been found to violate any provision of this Statute until its owner or operator provides proper documentation to Tribal Court that the violation has been remedied. The Tribal Court may request that the vessel pass a dockside inspection to confirm the correction.

C. Penalties.

1. Violation of any applicable provisions found in sec. III.[WOTC 4.903] *Equipment*- up to $150.00. This monetary fine may be in addition the *Termination of Voyage* or any *Vessel Use Restrictions* that may be applied as stated above;

2. Failure to Display Required Decals- up to $75.00 per decal;

3. Failure to Report an Injury- up to $150.00;

4. Discharge of oil- up to $500.00;

5. Discharge of Plastics/Garbage- up to $500.00;

6. Failure to permit the Coast Guard or Tribal Conservation Enforcement to board a vessel or refusal to comply with their directives - up to $600.00;

7. Alcohol/Controlled Substance Related Violations:

a. Operation of Fishing Vessel Under the Influence - Offender may be sentenced to a jail term not to exceed 180 days or to a fine not to exceed $2,000.00 or suspension of his/her commercial fishing license or to all or a combination thereof;

b. Members under 21 Operating a Fishing Vessel Under the Influence - Members under the age 21 who have not exceed the alcohol percentage in sec.IV.A.2 [WOTC 4.904(A)(2)]may be sentenced to a jail term not to exceed 30 days or a fine not to exceed $1,000.00 or suspension of his/her commercial fishing license or to all or a combination thereof;

c. Refusal to Submit Preliminary Chemical Breath Analysis- a maximum fine of up to $1000.00; and

8. Any other violations of this Statute not specifically mention in above- up to $400.

D. Arrest.

1. A Conservation Enforcement Officer or any other duly authorized enforcement officer may arrest a member without a warrant when the officer has reasonable cause to believe the member was the operator of a fishing vessel at the time it was involved in an accident and that member was in violation of sec. IV, A or B [WOTC 4.904(A) or (B)]; and

2. A Conservation Enforcement Officer or any other duly authorized enforcement officer may arrest a member without a warrant any person committing in his/her presence or view a violation of sec. VII [WOTC 4.907].

(Source: WOS 2004-02, July 25, 2004, Section IX)

4.910 EXEMPTIONS

A. Exemption Procedure. Tribal members may request exemptions from these and the parallel U.S. Coast Guard commercial fishing safety rules and regulations by submitting a written request to the U. S. Coast Guard District Office or the Little Traverse Bay Bands of Odawa Indians Natural Resources Commission with joint authority in the waters where the vessel will be operating. The request must specify the reasons for the request in detail. Requests will be evaluated using the following criteria:

1. Good cause exists for granting the exemption; and

2. The safety of the vessel and those on board will not be adversely affected.

B. Exemption Denial or Approval Letter. The exemption request will be denied or approved in writing. Any copy of any exemption approved the Little Traverse Bay Bands of Odawa Indians shall be forwarded to the USCG. If approved, the member will receive an exemption letter specifying the terms and conditions of the exemption. This letter will then be required to be on the vessel to which the exemption applies at all times.

C. Types of Exemptions.

1. Specific Exemption: an exemption for an individual commercial fishing vessel.

2. Class Exemption: an exemption for a class or fleet of commercial fishing industry vessels.

D. Right of Appeal. Any person directly affected by a decision or action taken under this part may appeal in accordance with federal rules and regulations, or to LTBB Tribal Court in the event LTBB and the USCG enter into an agreement granting LTBB authority over such exemptions.

E. Rescinding of an Exemption Letter. Exemptions granted may be rescinded by the U.S.

Coast Guard if it is subsequently determined that the safety of the vessel and those onboard is adversely affected.

F. Traditional Craft. Traditional Craft shall be exempt from all provisions and requirements except personal flotation devices in this statute provided that the Traditional Craft is not used as a supplement for a powered vessel and the captain and every crewmember on board during any commercial fishing operations have provided the Natural Resources Commission with signed and witnessed statements indicating the following: "I understand the inherent risk to life and limb while engaging in fishing operations and I have chosen of my own free will to fish from a Traditional Craft with no requirements for modern safety devices with the knowledge that these requirements were enacted in an attempt to decrease the potential of death, personal injury and or property damage that may be associated with the high risk activity of commercial fishing." This exemption requires no application and is effective upon receipt of the appropriate signed statements and cannot be revoked.

(Source: WOS 2004-02, July 25, 2004, Section X)

4.911 LIMITATIONS

Nothing within this Statute shall be constructed to limit the authority of the Tribal Council from adopting more stringent commercial fishing vessel safety regulations than those set forth in this Statute.

(Source: WOS 2004-02, July 25, 2004, Section XI)

4.912 SAVINGS CLAUSE

In the event that any phrase, part, provision, paragraph, subsection or section of this Statute found by a court of competent jurisdiction to violate the Constitution or laws of the Little Traverse Bay Bands of Odawa Indians, such phrase, part, provision, paragraph, subsection or section shall be considered to stand alone and to be deleted from this Statute, the entirety of the balance of the Statute to remain in full and binding force and effect.

(Source: WOS 2004-02, July 25, 2004, Section XII)

4.913 EFFECTIVE DATE

This Statute shall take effect thirty (30) days from the day of its enactment [July 25, 2004] by Tribal Council.

(Source: WOS 2004-02, July 25, 2004, Section XIII)

Chapter 10. Act Prohibiting the Patenting of Organisms

4.1001 PREAMBLE AND GENERAL DEFINITIONS

The purpose of this Act Prohibiting the Patenting of Organisms is the protection of the health, welfare and economic security of the Tribe through the control of the patenting of natural organisms within the Tribe's jurisdiction.

The Tribe recognizes that the biodiversity of its territory encompasses the full range of genes, species and ecosystems within its jurisdiction. This biodiversity constitutes an essential resource for the Tribe because it produces the varied plants, animals and organisms that together provide the Tribe with food, medicinal plants, energy, fibers, materials for shelter and warmth, materials for the creation of art and materials for ceremonial use.

The Tribe also recognizes that the biodiversity of its territory creates several finely-balanced ecosystems, and that these ecosystems purify the air and water, stabilize and moderate the climate, and decrease flooding, drought and other environmental disasters.

Furthermore, the Tribe recognizes that the biodiversity of its territory creates harmony between the Tribe and nature and fosters the ethical and peaceful co-existence of the Tribe with the living species surrounding it.

The Tribe finds that by providing food for sustenance, medication, energy and protection from the elements, the Tribe's biodiversity sustains the health of all Tribal members. In addition, the Tribe finds that by providing materials that sustain health and materials that are essential to the Tribe's traditional knowledge, artforms, and ceremonies, the Tribe's biodiversity sustains the

welfare of all Tribal members. Finally, the Tribe finds that by providing food and other goods that can be exchanged for sale, and by stabilizing the climate and preventing natural disasters, the Tribe's biodiversity creates an environment conducive for economic activity and security. Thus, in light of the fundamental resource that the biodiversity of its territory constitutes, the Tribe finds that conservation of its biodiversity is essential to protect the health, welfare and economic security of all present and future generations of the Tribe.

The Tribe recognizes that scientists from firms and research facilities are mining indigenous communities for unique organisms that may be used for the creation of new agricultural and pharmaceutical products. Such firms and research facilities frequently attempt to acquire samples of organisms and obtain an exclusive property right in the organisms by patenting them. The Tribe finds that although the intent of the patenting is frequently to prevent competition by other firms and research facilities, the effects can be much more far-reaching. The Tribe recognizes that the patenting of organisms threatens the loss of biodiversity by limiting access to genetic variants through the enforcement of proprietary rights and by encouraging the spread of a single variant of an organism in place of other natural variations. For these reasons, the patenting of organisms threatens the Tribe's health, welfare and economic security.

(WOS 2004-03, July 25, 2004, Section I)

4.1002 DEFINITIONS

The following definitions apply to this Statute:

A. "**Jurisdiction**" means the jurisdiction of the Tribe as defined in the Tribe's Constitution.

B. "**Organism**" means a whole, living, viable entity; a genetic structure, whether that structure comprises all or only a portion of an entity or a total genetic structure of an entity; and a reproductive cell or developmental stage of an organism.

C. "**Person**" means an individual person and any corporation, partnership, limited liability company, or any other form of legal entity.

D. "**Tribe**" means the Waganakising Odawak, also known as the Little Traverse Bay Bands

of Odawa Indians.

(WOS 2004-03, July 25, 2004, Section II)

4.1003 PROHIBITION AGAINST PATENTING OF ORGANISMS

Within the jurisdiction of the Tribe, no person may patent or claim any exclusive property interest in the makeup of any organism.

(WOS 2004-03, July 25, 2004, Section III)

4.1004 PENALTY

Within the jurisdiction of the Tribe, any person who attempts to or successfully patents or claims any property interest in any organism will have their equipment and research materials confiscated by the Tribe and to the extent allowed under the Tribe's Constitution and applicable law, may be banished from the Tribe's territory and denied permission and access for any research activities related to such organism.

(WOS 2004-03, July 25, 2004, Section IV)

4.1005 ENFORCEMENT

The Tribal Prosecutor shall have the authority to enforce this statute by bringing an action against any person accused of violating this statute in Tribal Court and obtaining a Tribal Court order providing for relief in the form of the penalties described in Section IV [WOTC 4.1004] above.

(WOS 2004-03, July 25, 2004, Section V)

4.1006 SAVINGS CLAUSE

In the event that any phrase, part, provision, paragraph, subsection or section of this Statute is found by a court of competent jurisdiction to violate the Constitution or laws of the Little

Traverse Bay Bands of Odawa Indians, such phrase, part, provision, paragraph, subsection or section shall be considered to stand alone and to be deleted from this Statute, the entirety of the balance of the Statute to remain in full and binding force and effect.

(WOS 2004-03, July 25, 2004, Section VI)

4.1007 EFFECTIVE DATE

This Statute takes effect thirty (30) days from the date of its enactment [July 25, 2004].

(WOS 2004-03, July 25, 2004, Section VII)

Chapter 11. Natural Resource Protection

4.1101 SHORT TITLE

This Statute shall be known and cited as the Little Traverse Bay Bands of Odawa Indians' "Natural Resource Protection Statute."

(WOS 2008-12, October 5, 2008, Section I)

4.1102 PURPOSE

The purpose of this Statute is to protect the environment, natural resources and the Treaty reserved rights of the Tribe while promoting, honoring and respecting the traditional, spiritual, subsistence and commercial use of the Tribe's natural resources. This Statute establishes the responsibilities, powers, and duties of the Natural Resource Department and its Tribal Conservation Enforcement Division; creates certain natural resource related funds and prescribes penalties.

(WOS 2008-12, October 5, 2008, Section II)

4.1103 DEFINITIONS

A. "**Ceded Territory**" means all lands and waters ceded in the 1836 Treaty of Washington, 7 Stat. 491, as described in Article First, that are not LTBB Reservation lands or within the reservation of another federally recognized Tribe.

B. **"Commission"** or **"NRC"** means the Natural Resource Commission.

C. **"Department"** means the Natural Resource Department.

D. **"Director"** means the director of the Natural Resource Department.

E. **"Executive"** means the Tribal Chairperson and Vice-Chairperson of the Executive Branch created under Article VIII of the Constitution, including their designees.

F. **"Firearm"** means a weapon from which dangerous projectiles may be propelled by use of explosives, gas, or air as a means of propulsion.

G. **"LTBB Reservation"** means all lands and waters as described in the LTBB Constitution Article III (H).

H. **"Non-member Indian**" means a person who is an enrolled member of another federally recognized Indian Tribe other than the Little Traverse Bay Bands of Odawa Indians.

I. **"Officer"** means a Tribal Conservation Enforcement Officer as described in Section VII of this Statute.

J. **"Reservation Trust Properties"** means land held in trust for LTBB by the United States.

K. **"Tribe"** or **"LTBB"** means the Waganakising Odawa, also known as the Little Traverse Bay Bands of Odawa Indians.

L. **"Tribal Court"** means the LTBB Court created under Article IX of the LTBB Constitution.

M. **"Tribal Citizen"** means an enrolled member of LTBB.

N. **"Watercraft"** means any boat or other floating device of rigid or inflatable construction which is designed to carry people or things on the water.

O. **"Wildlife"** means all creatures, not human, wild by nature, endowed with sensation, and power of voluntary motion, which includes but not limited to quadrupeds, mammals, birds, fish, amphibians, reptiles, crustaceans, insects, and mollusks.

(WOS 2008-12, October 5, 2008, Section III)

4.1104 JURISDICTION

In accordance with Article IV (B) of the LTBB Constitution the jurisdiction of the Tribe "shall extend to all territory set forth in Section (A) of this Article [the LTBB Reservation and trust lands] and to any and all persons or activities therein based upon the inherent sovereign authority of the Little Traverse Bay Bands of Odawa Indians and Federal law." Without conceding any of the LTBB Constitutional jurisdictions, regulation of wildlife, fish and other natural resources activities under this Statute will extend to the following persons and areas:

A. LTBB Citizens and non-member Indians anywhere within the LTBB Reservation, including both civil and criminal jurisdiction;

B. All persons within Reservation Trust Properties, except in the case on non-Indians only the exercise of civil jurisdiction; and

C. LTBB Citizens exercising their Treaty rights throughout the 1836 Ceded Territory, including both civil and criminal jurisdiction.

This Statute does not preclude any concurrent federal jurisdiction under applicable federal law.

(WOS 2008-12, October 5, 2008, Section IV)

4.1105 NATURAL RESOURCE COMMISSION

This Statute is not intended to add or diminish the duties and responsibilities of the Natural Resource Commission under WAGANAKISING STATUTE 2005-01, as may be amended.

(WOS 2008-12, October 5, 2008, Section V)

4.1106 NATURAL RESOURCE DEPARTMENT

The Natural Resource Department for the Tribe is hereby created as an Executive Department and each annual budget submitted by the Executive shall include funding for the Department's operation. The Department falls under the purview of Executive oversight and has the following duties and powers:

A. Promote and protect the Treaty Rights reserved to LTBB Tribal Citizens and ensure that Tribal Citizens rights are not obstructed or interfered with while lawfully exercising such rights.

B. Protect and conserve the natural resources of the Tribe through management, biological monitoring, research, and enhancement activities;

C. Issue NRC authorized permits, licenses and collect costs for such, including registration of vessels and vehicles used principally for exercise of Treaty Rights;

D. Represent the Tribe and its natural resource related interests on international, federal, tribal, state and inter-agency natural resource related boards, commissions, or organizations with the direction or concurrence of the Executive;

E. Recommend to the NRC and Executive Branch, policies and long range programs for the management and preservation of fish, wildlife and other natural resources;

F. Under the direction of the Executive, negotiate intergovernmental agreements, including but not limited to, cross-deputization agreements, with tribal, federal, state or local governments and their political subdivisions, and agreements with private entities, subject to Tribal Council approval;

G. Management of the Tribe's parks, campgrounds, wild areas, preserves, research areas, forests, docks, boat launches/access sites, or other similar natural or outdoor recreation areas;

H. Establishment of natural resource related procedures and regulations as may be necessary in accordance with duties, powers and responsibilities of this Statute, subject to Tribal Council approval where necessary under the LTBB Constitution;

I. Enforcement of Tribal natural resource related regulations, statutes and laws;

J. Hire and employ appropriately trained and/or certified staff as may be necessary in accordance with the duties, powers and responsibilities of this Statute;

K. Provide training to LTBB Citizens in hunting safety and the safe handling of firearms, bows or other legal devices and safe use and maintenance of boats and other vehicles used to harvest treaty resources;

(WOS 2008-12, October 5, 2008, Section VI)

4.1107 TRIBAL CONSERVATION ENFORCEMENT DIVISION

A. The Conservation Enforcement Division is hereby created within the Natural Resources Department to aid in the enforcement of Tribal laws and regulations concerning the protection of natural resources, such as hunting, fishing and gathering.

B. **Tribal Conservation Enforcement Officers.** The Department shall employ Tribal Conservation Enforcement Officer(s) to carry out the duties and functions of the Division. Officers are law enforcement officers of LTBB, exercising the primary and secondary duties as set forth and limited in subsection C of this Section, possessing all of the privileges, powers and immunities of any such officer.

1. Requirements. A person selected to become an Officer shall meet and maintain the following minimum requirements:

a. Have legal residency in the United States;

b. Have attained a minimum of 21 years of age;

c. Have earned a high school diploma or have attained a passing score on the general education development test indicating a high school graduation level. Attainment of an associate or baccalaureate degree shall be evidence of having met this standard;

d. Have no prior felony convictions, including expungements and set asides;

e. Have never been convicted of a misdemeanor of domestic violence (Tribal, state or federal);

f. Possess good moral character as determined by a favorable comprehensive background investigation covering school and employment records, home environment, personal traits and integrity. Consideration shall be given to a history of, and circumstances pertaining to, all law violations, including traffic and conservation law convictions, as indicating lack of good moral character;

g. Possess a valid motor vehicle operator's license. Driving privileges shall not be in a state of suspension, revocation, or denial at the time of entry into a law enforcement academy or activation as an Officer;

h. Read and write at a level necessary to perform the job of an Officer;

i. Test negative for the illicit use of a controlled substance(s);

j. Successfully completed the basic law enforcement training recognized by the Tribe including such academy or programs of the United States Indian Police Academy, State of Michigan, a post agency in another state, or a federally operated law enforcement academy;

k. Pass pre-enrollment physical fitness test;

l. Comply with all the following:

i. free from any other impediment of the senses;
ii. physically sound;

m. Be free from the following, which may impair the performance of the essential job functions of an Officer or which may endanger the lives of others or the Officer:

i. physical defects;
ii. chronic diseases;
iii. mental and emotional instabilities.

2. Physical Fitness.

Officers must maintain an acceptable level of fitness and readiness during the term of their employment. Officer fitness shall be periodically evaluated during employment or upon request of the Chief Conservation Officer and/or Director, by successfully completing an approved physical efficiency battery.

3. Oath of Office.

Officers shall be sworn in by a Tribal judge to support, uphold, and defend the Constitution of the Tribe and to enforce the laws and regulations of the Tribe in accordance with this Statute.

4. Firearms.

Officers are authorized to carry firearms in the performance of their duties and are required to qualify semi-annually at a score of 80% (240) or better under the direction of a certified firearms instructor in accordance with Federal Law Enforcement Training Center firearm standards.

5. Authorities.

Officers shall have the following authority in their enforcement of criminal and civil violations within the jurisdiction of the Tribe:

a. Execute any process for enforcement of this Statute and/or any other natural resource, regulations or laws of the Tribe;

b. Issue citations for violations of this Statute and/or any other natural resource regulations or laws of the Tribe.

c. Execute warrants issued for the arrest of violators of this Statute and/or any other natural resource regulations or laws of the Tribe;

d. Arrest, without warrant, any person committing a criminal violation in his/her presence;

e. Make arrests and issue citations for any violation within LTBB jurisdiction when in the course of carrying out their primary duties they encounter people with outstanding warrants, or who commit violations in their presence.

f. Serve subpoenas or other legal documents issued in matters arising under this Statute and/or any other natural resource regulations or laws of the Tribe;

g. Search and Seizures. Execute searches with or without a warrant for matters arising under this Statute and/or any other natural resource regulations or laws in accordance with the provisions below.

h. Any Officer may conduct a search of an object, place or person whose conduct is regulated by this Statute and/or any other natural resource regulations or laws of the Tribe, and may seize items when the search is made:

i. with consent;

ii. pursuant to a valid search warrant;

iii. incident to the issuance of a lawfully issued citation;

iv. with the authority and within the scope of a right of lawful inspection; or

v. as otherwise authorized by law or by provisions of this Statute.

i. Any Officer may conduct routine inspections, in a manner and at such times and locations as are reasonable and appropriate in the ordinary course of routine enforcement activities, of vessels, boats, wagons, trailers, automobiles, snowmobiles, off-road vehicles, containers, packages, and other receptacles contained therein, utilized by a person in harvest activity authorized by this Statute.

j. If the Officer has probable cause to believe that contraband, fish, vegetation, wildlife or parts thereof taken in violation of this and/or other natural resource statutes, laws or regulations, or the instrumentalities of such illegal taking, are contained therein, the Officer may, without a search warrant, search any person, aircraft, watercraft, motorized vehicle, box, wildlife, fish, bag, locker, tool box, ice chest, camper, camper shell, trailer, backpack, bedroll, sleeping bag, or other container or package.

k. If the Officer has probable cause to believe wildlife or parts have been taken, possessed, or transported in violation of this and/or other natural resource statutes, and that any object has been used as the instrumentality of such illegal taking, the Officer may inspect all such wildlife, parts or objects, and may seize them as evidence.

l. For all property seized as evidence, the Officer shall make an inventory and provide a copy to the person from whom the property was taken. All property seized shall be stored, returned and/or disposed of pursuant to policy.

m. Detainment and Apprehension of Suspected Violators. Any Officer who has reasonable grounds to believe that a person has violated this Statute and/or any other natural resource regulations or laws of the Tribe, either in or out of the Officer's presence, shall identify himself or herself to such person and promptly determine

whether the person is a tribal member or non-member Indian, or non-Indian. In making such determination, the Officer may demand identification and take actions as the Officer reasonably believes are necessary to make the determination.

n. If an Officer reasonably suspects there is a violation, the Officer may stop and board any boat and stop any vehicle.

o. If an Officer has probable cause to believe that any provision this Statute and/or any other natural resource regulations or laws of the Tribe have been violated, the Officer may enter into or upon any private or public property for any purpose in Section VII.B.5.h (Search and Seizure) or for the purpose of patrolling, investigating, or examining. The term "private property" as used in this section does not include dwellings or dwelling houses or that which is within the curtilage of any dwelling house.

p. Use of Force

i. Officers are authorized to use force only to a level which is necessary, reasonable and appropriate to achieve the desired legal objective or to protect himself/herself or others from an immediate threat of death or serious physical injury.

ii. Reporting Use of Force. A written report shall be required for each of the following situations:

a) when a firearm is drawn and/or is discharged outside of the firing range.
b) when a non-lethal weapon is used.
c) when use of force results in death or injury.

iii. Supervisor Summons. A supervisor or investigator shall be summoned to the scene in the following situations involving the use of force.

a) when a subject communicates that an injury has been inflicted,
b) when a firearm is discharged as a means of force,

c) when use of force results in death or injury.

iv. Administrative Review. All reported use of force incidents shall be reviewed by the appropriate supervisor to determine whether:

a) any laws or departmental policies were violated. All incidents involving the use of force that causes death shall be subject to both an administrative and criminal investigation.

b) the relevant policy was clearly understandable and effective to cover the situation.

c) training is currently adequate.

v. Annual Report. An annual summary of incidents involving the use of force will be prepared and submitted to the Executive Branch and Tribal Council on an annual basis.

C. Primary and secondary duties of the Division include, but are not limited to:

1. Primary Duties:

a. enforcement of this Statute and any other natural resource related LTBB regulation or statute;

b. enforcement of natural resource related federal/state laws or laws of another tribe to the extent that Officers are authorized through Tribal Council approved deputization, special commissions, agreements, or memoranda of understanding/agreements (MOU/MOA);

c. promote and protect the Treaty rights of Tribal Citizens.

2. Secondary Duties:

a. provide aid or assistance to other law enforcement agencies when requested by a law enforcement agency;

b. perform and participate in search and rescue operations when its Officers encounter emergency situations in the course of carrying out their duties or when requested by a law enforcement or public safety agency;

c. perform and participate in emergency management activities when requested by the Executive;

d. to take necessary and appropriate actions to enforce violations of civil or criminal law whether or not directly related to natural resource protection when in the course of carrying out their primary duties its Officers encounter situations requiring law enforcement intervention to protect the public safety;

e. participate in homeland security activities as requested by the Executive;

f. request aid of other law enforcement agencies when prudent to do so to address situations encountered in the course of carrying out primary duties.

D. Policies and Procedures. The Tribal Conservation Enforcement Division shall have in place and adhere to written Conservation enforcement policies and procedures as approved by the NRC, subject to Tribal Council approval where necessary under the LTBB Constitution.

(WOS 2008-12, October 5, 2008, Section VII)

4.1108 PERSONS AUTHORIZED TO FISH, HUNT, TRAP AND GATHER

A. Tribal Citizens may exercise fishing, hunting, trapping and gathering rights within the Reservation and Ceded Territory subject to LTBB natural resource related regulations and laws.

B. Non-member Indians and non-Indians may exercise the privilege to fish, hunt, trap and gather on the LTBB Reservation pursuant to LTBB regulations, statutes and law in accordance with the following provisions:

1. Non-member Indians must have a properly issued and valid LTBB license and/or

accompanying permit in order to take or attempt to take any wildlife, fish or plant species from lands within the LTBB Reservation.

2. Non-member Indians and non-Indians must have a properly issued and valid LTBB license and/or accompanying permit in order to take or attempt to take any wildlife, fish or plant species from Reservation Trust Properties. Failure to secure a proper permit or license may subject the violator to civil prosecution in tribal court and/or federal prosecution.

(WOS 2008-12, October 5, 2008, Section VIII)

4.1109 SCIENTIFIC RESEARCH AND STUDY, NUISANCE ANIMALS

A. The Director may authorize the Department's staff, its agents or contractors to conduct biological monitoring, research, and enhancement activities of wildlife or plants.

B. Scientific Collectors Permit

1. In accordance with this section and any terms and conditions that may be established pursuant to the administrative procedures developed in accordance with this Statute, a scientific collectors permit issued by the Department is required and shall entitle a Tribal employee to take, possess, inspect, sample, measure, count or collect data on fish, wildlife, plant or invertebrate for scientific, management and/or enhancement purposes within the LTBB Reservation and/or throughout the1836 Ceded Territory. This section shall further apply to any person intending to conduct data collection or sampling within any LTBB Reservation trust properties.

2. Failure to obtain a permit or any sampling or data collection activity conducted in violation of the procedures established by the Department shall constitute a violation. Violations may result in revocation of issued permits and/or penalties set out in LTBB statutes or regulations.

3. The Director may suspend the permit of any person if he or she reasonably believes that at any time such person is in violation of this section or his or her actions threaten the fish and wildlife resources of the Tribe and that immediate action is

necessary to protect such resources.

C. Nuisance Animals- The Director may issue special use permits on such terms and conditions as he or she deems necessary or appropriate to take wild animals subject to regulated harvest that are damaging or about to damage property owned by the Tribe or a Tribal Citizen. The permit shall require the Citizen to report the outcome of the permitted action.

(WOS 2008-12, October 5, 2008, Section IX)

4.1110 ENFORCEMENT

A. Officers and other tribal, state and federal law enforcement agencies or personnel as authorized through Tribal Council approved deputization agreements, memoranda of understanding, court order, or compacts are authorized to enforce provisions of this and other LTBB natural resource statutes, laws or regulations.

B. Civil Infractions - Regulations promulgated in accordance with this Statute and WAGANAKISING ODAWAK STATUTE 2001-04 are civil in nature. Violations may be punished by suspension or revocation of the fishing, hunting, trapping license or any permit(s) of the violator, assessment of a fine of not less than $50.00 or no more than $1,000.00, assessment of community service hours, forfeitures as set forth below, restitution as set forth below or by any combination thereof and any other applicable penalty provided for by the laws of the Tribe.

C. Increased Penalties. Penalties may be increased up to three times the amount of the penalty of offense if:

1. The violator is found liable for the second or any subsequent violation of the same provision; or

2. The violator issues a check in payment of a penalty imposed under this Statute and/or any other natural resource regulations or laws of the Tribe knowing there are insufficient funds on deposit with the bank to ensure payment of the check on its presentation.

D. Contempt - To compel compliance with a lawful court order, all defendants to actions brought under this Statute, other natural resource regulations or laws of the Tribe, whether Member, Nonmember or Non-Indian, shall be subject to the contempt power of the Little Traverse Bay Bands of Odawa Indians Tribal Court, and may be sanctioned by any means provided for by LTBB law or Court Rule including, but not limited to, imprisonment or other fines or penalties.

E. Restitution.

1. Any person convicted of any violation of this Statute and/or any other natural resource regulations or laws of the Tribe may, at the Court's discretion, be charged the cost of providing equitable restitution to the Tribe for the damage caused by each violation in addition to any other fines or penalties imposed by the Tribal Court.

2. The Commission shall prepare, annually and, as necessary, revise a schedule of damages calculated to closely approximate the cost of providing equitable restitution to the Tribe for the damage which would be caused by violations of this Statute and/or any other natural resource regulations or laws of the Tribe. The schedule of damages may be used as a guideline by the Tribal Court and may not be all inclusive. In calculating these damages the Commission may consider, in addition to any other factors reasonably deemed relevant:

a. The cost to the Tribe of producing and/or protecting the resource;

b. The cost of replacing or restoring the resource;

c. The costs of enforcement including the general overall costs and costs particularized to individual violations where appropriate;

d. The loss to the Tribe of license revenue;

e. Damages for trespass.

3. The Department shall publish the schedule of damages and cause it to be made available to the public at all permit outlets.

4. Since in most instances the exact amount of damages caused to the Tribe by a particular violation will be difficult or impossible to determine, it may be presumed by the court adjudicating a complaint for violation that the amount fixed by the schedule of damages represents the damages owed to the Tribe as restitution if the defendant is found to be liable. This presumption may be rebutted by evidence which shows by clear and convincing evidence that the amount indicated by the schedule of damages is so excessive in a particular case as to be punitive or so inadequate in a particular case as to result in a gross deprivation of adequate restitution. In any case in which the presumption is successfully rebutted, the parties may introduce evidence to prove the actual damages as in any other civil case.

5. All persons shall be deemed to have consented to the restitution provisions of this Statute by their entry onto the Reservation, and where applicable, by their signature on Tribal licenses or permits.

F. Forfeiture.

1. Officers may detain, in accordance with Section ***(m) any person(s) committing an offense and may seize or confiscate any fish, game, furbearers, wild animals, their parts or hides and/or any vehicles, vessels, firearms, bow, traps, nets, lines or any other associated paraphernalia used in committing the offense. All seized or confiscated material taken under this part shall be held as evidence according to applicable tribal law enforcement policies or agreements.

2. After adjudicating the underlying complaints for the illegal possession or use, the Court shall dictate the disposal of the seized resource or property.

a. Return of the property: If the accused is found not guilty or charges have been dismissed according court action, all seized non-perishable property shall be returned to the owner in the condition it was received. Persons who have had perishable items seized such as game or

fish shall be compensated according to the developed damages schedule.

b. Forfeiture: Any person convicted of any violation of this Statute and/or any other natural resource regulations or laws of the Tribe may, at the Court's discretion, have any property or resources seized permanently confiscated in lieu of fines or in addition to fines or other penalties.

c. All confiscated property shall be disposed of according to regulations developed by the Commission which may include destruction of property, sale, retention, use by the Department or donation to a food bank.

d. The Department shall prepare a report of all game, fish and property seized by the Officers showing a description of the items, the persons from whom they were seized, if known, and the disposition of the items. This report shall be prepared annually and kept by the Department.

H. Collection of Money Penalties. Enforcement of the money penalties imposed pursuant to this Statute may be had through the collection of penalties from funds of the violator held by the Tribe if otherwise legally permissible, through the imposition of community service work requirements in lieu of money payment, through debt collection mechanisms of the courts of other jurisdictions, or through any other method authorized by law.

I. Schedule of Money Penalties. The NRC may adopt a schedule of fines and/or forfeitures that may be imposed by the Court upon the receipt of an admission of guilt or plea of no contest for violations committed. This schedule shall not apply as to penalties assessed by the court after adjudicating a violation where the defendant has entered a plea of not guilty.

J. State Jurisdiction Preempted. It shall not be a defense to any infraction under this Statute or any LTBB natural resource regulation or law that the alleged activity may be lawful under state law.

K. Federal Prosecution. Nothing in this Statute shall be deemed to preclude federal prosecution under applicable federal law. Federal prosecution may be pursued in addition to or in lieu of other enforcement procedures provided by this Statute.

(WOS 2008-12, October 5, 2008, Section X)

4.1111 ENHANCEMENT AND EDUCATIONAL ACTIVITIES

A. The annual Department budget shall include a line item to enhance tribal treaty harvest opportunities, to provide harvest based assistance and educational programs and to fund the NRC's annual "Public Information Meeting" as established in Section III.B of the Waganakising Odawak Statute 2001-04.

B. All fees resulting from the sale of licenses, registrations permits or tags by the Department and its agents, and all fines, costs, monies, penalties, damages or revenue from the sale of confiscated property collected for violation of this Statute and/or any other natural resource regulations or laws of the Tribe shall be deposited into the General Fund.

C. Each Tribal judge or clerk of the Court shall, within twenty (20) days after judgment has been rendered under the provisions of this Statute, remit to the Tribal Chief Financial Officer (CFO) all fines, forfeitures, damages or penalties collected to be deposited into the General Fund.

D. Any revenue derived from the sale of tribally owned natural resources shall be collected and deposited into the General Fund.

E. Any royalties derived from leases established to remove and provide for sale natural resources or minerals from LTBB owned properties shall be collected and deposited into the General Fund.

(WOS 2008-12, October 5, 2008, Section XI)

4.1112 SAVING CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this Statute is found by a court of competent jurisdiction to violate the Constitution, laws, ordinances or statutes of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part,

paragraph, subsection or section shall be considered to stand alone and to be deleted from this Statute, the entirety of the balance of the Statute to remain in full and binding force and effect.

(WOS 2008-12, October 5, 2008, Section XIII)

4.1113 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval which ever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(WOS 2008-12, October 5, 2008, Section XIV)

Chapter 12. Nibiish Naagdowen "The Care of Water": Clean Water Act

4.1201 TITLE

This Act may be cited as the Little Traverse Bay Bands Clean Water Act ("LTBB CWA").

(Source: WOS 2016-008, September 15, 2016, Section I)

4.1202 PURPOSE

A. Goals and Objectives

Discharges of pollutants into LTBB Waters from point and non-point sources, introduction of pollutants by industrial users into publicly owned treatment works, damage to wetlands, improper management of sewage sludge, and other activities that degrade tribal waters are threats to the political integrity, economic security, and health, welfare and environment of the Reservation and its residents. It is the purpose of this Act to address these threats by providing authorities to prevent, abate, and control pollution of LTBB waters; to research and plan the development and use (including restoration, preservation, and enhancement) of land and water resources within the Reservation; and to ensure that degradation of LTBB waters is

minimized and economic growth occurs in a manner consistent with the preservation of existing clean LTBB water resources. To carry out these purposes, this Act provides for:

1. in Part 2 of this Act:

a. the establishment of water quality standards to protect fish and wildlife and the domestic, cultural, ceremonial, agricultural and recreational uses of LTBB waters (Subpart A);

b. water quality monitoring, planning and management activities to achieve those standards (Subpart B); and

c. review and certification of federal permits for discharges into LTBB waters to ensure that permitted discharges will meet tribal water quality standards;

2. in Part 3 of this Act:

a. the requirement that every point source (unless specifically exempted) discharging pollutants into LTBB waters have a valid permit ensuring that present and future point source discharges comply with applicable effluent limitations within a specified timeframe (Subpart A); and

b. the establishment of pretreatment standards to control the introduction of pollutants by industrial users into publicly owned treatment works (Subpart B);

3. in Part 4 of this Act, assessment, monitoring and protection of wetlands;

4. in Part 5 of this Act, regulation of the use, disposal, storage, and transportation of sewage sludge;

5. in Part 6 of this Act, procedures for issuing, renewing, revoking, and denying permits for discharges into LTBB waters;

6. in Part 7 of this Act, the development of a program to control pollution of LTBB waters from non-point sources;

7. in Part 8 of this Act, the development of a program to restore water quality in Reservation lakes;

8. in Part 9 of this Act, the development of a program to protect LTBB waters on a watershed basis;

9. in Part 10 of this Act, provisions for enforcement of this Act, including regulations, permits, citations, and other requirements issued pursuant to this Act, and for issuance of emergency citations in the event of an imminent and substantial endangerment to public health or welfare or the environment caused by point or non-point source discharges; and

10. in Part 11 of this Act, procedures for promulgating regulations to implement this Act and obtaining review in Tribal Court of final actions taken by the Program pursuant to this Act.

B. Statutory Construction

1. In general. The provisions of this Act shall be liberally construed to fulfill the intent and purpose of this Act and so as not to conflict with the applicable laws of the LTBB and the United States. Nothing contained in this Act shall be construed to abridge or alter rights of action or remedies in equity under treaties, the common law or statutory law, nor shall any provisions of this LTBB CWA or any action taken by virtue thereof be construed as preventing the LTBB or individuals from the exercise of their rights under treaties, the common law or statutory law to suppress nuisances or to abate pollution.

2. Water Quantity Rights. The right of the LTBB to certain quantities of water and the authority of the LTBB to allocate quantities of water within its jurisdiction shall not be superseded, abrogated or otherwise impaired by this Act.

(Source: WOS 2016-008, September 15, 2016, Section II)

4.1203 DEFINTIONS

A. For the purposes of this Act –

1. "Administrator" means the Administrator of the U.S. Environmental Protection Agency.

2. "Applicant" means any person or entity applying for a permit or license under this Act.

3. "Best management practice" or "BMP" means methods, measures or practices undertaken to prevent or reduce the pollution of LTBB Waters, including to control, restrict, or diminish non-point sources of pollution, that are consistent with these Standards. BMPs include, but are not limited to, structural and nonstructural controls, treatment requirements, operation and maintenance procedures and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage, and can be applied before, during, or after pollution-producing activities to reduce or eliminate the introduction of pollutants into LTBB waters.

4. "Biological monitoring" means the determination of the effects on aquatic life, including accumulation of pollutants in tissue, in receiving waters due to impacts from point and non-point sources of pollution: (a) by techniques and procedures, including sampling of organisms representative of appropriate levels of the food chain/web appropriate to the waterbody under study, and (b) at appropriate frequencies and locations.

5. "Clean Water Act" or "CWA" means the Federal Water Pollution Control Act of 1972, as amended, 33 U.S.C. §§ 1251 - 1387.

6. "Compliance schedule" means a schedule of remedial measures, including an enforceable sequence of actions or operations leading to compliance with an effluent limitation or other limitation, prohibition or standard.

7. "Conservation Enforcement Officer" means a Tribal Conservation or Law Enforcement officer authorized by Tribal law to enforce Tribal conservation regulations; or a federal enforcement agent, including a Special Agent of the U.S. Fish and Wildlife Service.

8. "Discharge," when used without qualification, means a discharge of pollutant(s).

9. "Discharge of pollutant(s)" means any addition of any pollutant to LTBB waters from any point source.

10. "Domestic septage" means either liquid or solid material removed from a septic tank, cesspool, portable toilet, Type III marine sanitation device, or similar treatment works that receive only domestic sewage. Domestic septage does not include material removed from a septic tank, cesspool, or similar treatment works that receives either commercial wastewater or industrial wastewater and does not include grease removed from a grease trap at a restaurant or other commercial facility.

11. "Domestic sewage" means waste and wastewater from humans or household operations that is discharged to or otherwise enters a treatment works.

12. "Effluent limitation" means any restriction, requirement, or prohibition on quantities, rates, and concentrations of chemical, physical, biological, and other constituents that are discharged from point sources, and includes schedules of compliance.

13. "Floristic Quality Assessment" means a vegetation-based ecological assessment approach that is used for wetlands quality monitoring and assessment.

14. "Fundamentally different factors variance" means a variance from otherwise applicable technology-based effluent limitations under CWA § 301(b)(1)(A), (b)(2)(A) & (E), & 301(n).

15. "High quality wetlands" means those wetlands determined to have exceptional ecological resources by scientifically accepted methods, such as a Floristic Quality Assessment, or determined to be a closely connected resource to the Odawa culture.

16. "Hydric Soils" means soils that are formed under conditions of saturation, flooding, or ponding that develop an anaerobic condition after a period of time in the

upper 40 inches (1meter) of the soil layer.

17. "Industrial user" means those industries identified in the Standard Industrial Classification Manual, Bureau of the Budget, 1967, as amended and supplemented, under the category "Division D Manufacturing," and such other classes of significant waste products as, by regulation, the Administrator deems appropriate.

18. "LTBB" means the Little Traverse Bay Bands of Odawa Indians.

19. "LTBB Waters" means all groundwater and surface waters that are within or border the Reservation. Surface waters include but are not limited to all or portions of rivers, streams, creeks (including perennial, intermittent and ephemeral streams and their tributaries), lakes, ponds, dry washes, marshes, waterways, wetlands of all types, mudflats, sandflats, sloughs, prairie potholes, wet meadows, impoundments, riparian areas, springs, and all other bodies or accumulations of surface water, natural or artificial, public or private, including those dry during part of the year. Consistent with federal requirements, the Program may exclude from LTBB waters certain waste treatment systems not constructed or located in what would otherwise be LTBB Waters.

20. "Load allocation" means the portion of a receiving water's loading capability that is attributed either to one of its existing or future non-point sources of pollution or to natural background sources.

21. "Medical waste" means isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes and potentially contaminated laboratory wastes, dialysis wastes, and such additional medical items as the Program may prescribe by regulation.

22. "National Pollutant Discharge Elimination System" or "NPDES" means the regulatory program operated under CWA §§ 307, 318, 402, & 405 (including pretreatment and sludge management) or under Parts 3, 5, and 6 of this Act.

23. "National pretreatment standard" means any regulation promulgated by the Administrator in accordance with CWA § 307(b) & (c) that applies to industrial users,

including prohibited discharges.

24. "New source" means any source (a building, structure, facility, or installation from which there is or may be a discharge of pollutants), the construction of which is commenced after publication by the Administrator of proposed regulations prescribing a standard of performance under CWA § 306 that will be applicable to such sources, if such a standard is thereafter promulgated in accordance with CWA § 306.

25. "New source performance standard" means a standard promulgated by the Administrator or the Program that is applicable to a category of new sources.

26. "Non-point source" means any source of water pollution that is not a point source, including airborne deposition of pollutants.

27. "Person" means any individual, partnership, association, or other entity; public or private corporation or other business entity, including a tribal entity or enterprise; federal, tribal (including LTBB), state or local government or any agency or political subdivision thereof; or interstate or intertribal body or commission, and includes any officer or governing or managing body of any such entity.

28. "Point source" means any discernible, confined, and discrete conveyance, including but not limited to any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, landfill leachate collection system, container, rolling stock (except to the extent excluded from the NPDES program by section 601 of the National and Community Service Act of 1990, P.L. 101-610, 104 Stat. 3185), concentrated animal feeding operation ("CAFO"), or vessel or other floating craft, from which pollutants are or may be discharged. This term does not include agricultural storm water discharges (except from CAFOs) or return flows from irrigated agriculture.

29. "Pollutant" means any type of contaminant discharged into water, including but not limited to toxic substances, hazardous substances, dredge spoil, garbage, solid waste, industrial, municipal, and agricultural waste, sewage and sewage sludge, manure, chemicals, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as amended), pesticides, herbicides, fungicides,

rodenticides, fertilizers, incinerator residue, munitions, discarded equipment, rock, sand, soil, sediment, filter backwash, heat, and oil, regardless of whether in liquid, solid, or gaseous form. This term does not mean (A) "sewage from vessels" within the meaning of CWA § 312; or (B) water, gas, or other material which is injected into a well to facilitate production of oil or gas, or water derived in association with oil or gas production and disposed of in a well, if the well is used either to facilitate production or for disposal purposes, is approved by authority of the LTBB, and the LTBB determines that such injection or disposal will not result in the degradation of ground or surface water resources.

30. "Pollution" means any man-made or man-induced alteration of the chemical, physical, biological, or radiological integrity of the environment.

31. "Pretreatment program" means a program operated by the LTBB Natural Resources Department or by a publicly owned treatment works (whose program has been approved either by the Department or the Administrator) to implement national pretreatment standards to control pollutants which pass through or interfere with treatment processes in publicly owned treatment works or which may contaminate sewage sludge.

32. "Program" means the LTBB Environmental Services Program, within the Natural Resources Department.

33. "Publicly owned treatment works" or "POTW" means any device or system used in the treatment (including recycling and reclamation) of municipal sewage or industrial wastes of a liquid nature which is owned by the LTBB, its entities, or a state, municipality, or other tribe; this term does not include such a facility owned or operated by the United States or a federal agency.

34. "Reservation" means all lands (including submerged lands and banks of lands that may be dry for part of the year) and waters within the boundaries of the reservations for the Little Traverse Bay Bands of Odawa Indians as set out in Article I, paragraphs third and fourth of the Treaty of 1855, 11 Stat. 621; all lands set out in Articles Second and Third of the Treaty of March 28, 1836, 7 Stat. 491 in the event that the 1836 reservation

is determined to include lands which are not included within the 1855 reservation; and all lands outside of those boundaries which are now or in the future declared to be Little Traverse Bay Bands of Odawa Indians reservation by the U.S. Department of the Interior or are taken into trust for the Little Traverse Bay Bands of Odawa Indians, all notwithstanding the issuance of any patent and including rights-of-way running through such lands and waters, and notwithstanding the presence of manmade items like dams, piers, abandoned boom piers, abandoned logs, bridge supports, or other facilities, structures or objects that may exist on or in such lands and waters.

35. "Section 404 permit" means a permit issued by the U.S. Army Corps of Engineers under CWA § 404 or a permit issued by a tribe or state that is authorized by the U.S. Environmental Protection Agency to issue Section 404 permits.

36. "Sewerage system" means pipelines or conduits, pumping stations, and all other constructions, devices, appurtenances, and facilities used for collecting or conducting wastes to a point of ultimate disposal.

37. "Sewage sludge" means solid, semi-solid, or liquid residues generated during the treatment of domestic sewage in a treatment works. Sewage sludge includes, but is not limited to, domestic septage, scum or solid removed in primary, secondary, or advanced wastewater treatment processes, and a material derived from sewage sludge. Sewage sludge does not include ash generated during firing of sewage sludge in a sewage sludge incinerator or grit and screenings generated during preliminary treatment of domestic sewage in a treatment works.

38. "Storm water" means rain water runoff, snow melt runoff, and surface runoff and drainage.

39. "Total maximum daily load" or "TMDL" means the sum of the individual wasteload allocations for point sources and load allocations for non-point sources and natural background.

40. "Toxic pollutant" means those pollutants, or combinations of pollutants, including disease causing agents, which after discharge and upon exposure, ingestion, inhalation or

assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, will, on the basis of information available to the Administrator, cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions (including malfunctions in reproduction) or physical deformations in such organisms or their offspring.

41. "Treatment works" means any device, system, plant, disposal field, lagoon, dam, pumping station, incinerator, or other works subject to this Act used for the purpose of recycling, reclaiming, treating, stabilizing, or holding wastes.

42. "Treatment works treating domestic sewage" means a POTW or any other sewage sludge or waste water treatment device or system, regardless of ownership (including federal facilities), used in the storage, treatment, recycling, and reclamation of municipal or domestic sewage, including land dedicated for the disposal of sewage sludge. This definition does not include septic tanks or similar devices. For the purposes of this definition, "domestic sewage" includes waste and waste water from humans or household operations that are discharged to or otherwise enter a treatment works. The Program may designate any person subject to the standards for sewage sludge use and disposal established by the Administrator as a "treatment works treating domestic sewage."

43. "Underground injection" means the subsurface emplacement of fluids by well injection.

44. "Waste" means "pollutant," as that term is defined in this section.

45. "Wasteload allocation" or "WLA" means the portion of receiving water's loading capacity that is allocated to one of its existing or future point sources of pollution.

46. "Wetlands" means land characterized by the presence of water at a frequency and duration sufficient to support, under natural conditions, aquatic vegetation and/or aquatic life, and which has hydric soils. This term includes, but is not limited to, swamps, marshes, bogs and fens, but does not include stormwater control features constructed to convey, treat, or store stormwater that are created on dry land.

(Source: WOS 2016-008, September 15, 2016, Section III)

4.1204 JURISDICTION

A. The provisions of this Act and of regulations promulgated under and orders, permits, and other requirements issued pursuant to this Act shall apply to all persons and all property within the jurisdiction of the LTBB, as defined in Article IV(B) of the Waganakising Odawa Constitution.

B. The provisions of this Act and of regulations promulgated under and citations, permits, and other requirements issued pursuant to this Act shall apply to any person, and to all property within the jurisdiction of the LTBB owned or operated by any such person who has submitted an application for and received a permit pursuant to this Act or has otherwise consented to be subject to the provisions of this Act.

(Source: WOS 2016-008, September 15, 2016, Section IV)

4.1205 AUTHORITIES AND DUTIES OF THE ENVIRONMENTAL SERVICES PROGRAM

A. General Provisions

1. Except as otherwise expressly provided in this Act, the Environmental Services Program shall be responsible for administering this Act.

2. In order to fulfill all obligations under this Act, the Program may:

a. encourage, participate in, or conduct studies, In order to fulfill all obligations under this Act, the Program may: investigations, research, and demonstrations relating to water pollution as necessary for the discharge of duties assigned under this Act;

b. hold hearings related to any aspect of or matters within the authorities of this Act and, in connection therewith, compel the attendance of witnesses and the production of records;

c. develop programs for the prevention, control, and abatement of new or existing pollution of LTBB Waters;

d. encourage voluntary cooperation by advising and consulting with persons or affected groups, tribes or states to achieve the purposes of this Act, including voluntary testing of actual or suspected sources of surface water pollution;

e. secure necessary scientific, technical, administrative and operational services, including laboratory facilities, by contract or otherwise, to carry out the purposes of this Act;

f. require, as specified in Section XLVIII of this Act, any person subject to the provisions of this Act to monitor, sample or perform other studies to quantify effects of pollutants and sewage sludge to the environment and to submit such plans, specifications, and other information deemed necessary by the Program to carry out the regulations adopted pursuant to this Act;

g. represent, consistent with the applicable requirements of tribal law and after appropriate consultation with appropriate authorities, LTBB in all matters pertaining to water pollution and its control, abatement, and prevention;

h. cooperate with federal and state agencies to develop comprehensive solutions to prevent, reduce and eliminate pollution in concert with programs for managing water resources; and

i. perform such other activities as may be necessary and appropriate to carry out this Act.

B. Regulations

1. The Program is authorized to promulgate such regulations as are necessary to carry out all functions under this Act, pursuant to the provisions of Section LII of this Act, including, but not limited to, regulations concerning: water quality standards and planning; discharges of pollutants into LTBB Waters; management and protection of wetlands; introduction of pollutants by industrial users; disposal of sewage sludge; construction of new control facilities or any parts of them; modification of existing control facilities or any parts of them; adoption of other remedial measures to prevent, control or abate water pollution; clean lakes; non-point sources; and watershed protection.

2. In promulgating regulations, the Program shall give consideration to, but shall not be limited to, the relevant factors prescribed by the Clean Water Act and the regulations thereunder, except that the regulations prescribed by the Program shall be at least as stringent as those promulgated under the Clean Water Act if there is an applicable minimum standard established therein. In promulgating regulations, the Program shall also give consideration to, but shall not be limited to, the relevant factors prescribed by tribal law.

3. All regulations promulgated under this Act shall be subject to review and approval by the Natural Resources Commission and the Tribal Council, the latter as provided in the LTBB Administrative Procedures Act, before becoming effective.

C. Duties

1. In order to fulfill all obligations under this Act, the Program shall:

a. enforce regulations that have been promulgated by the Program and have become effective pursuant to the provisions of this Act and the LTBB Administrative Procedures Act; and

b. compile and make available to the public from time to time reports, data and statistics with respect to matters studied or investigated by or at the direction of the Program.

(Source: WOS 2016-008, September 15, 2016, Section V)

4.1206 NO WAIVER OF SOVEREIGN IMMUNITY

The Little Traverse Bay Bands of Odawa Indians retain all rights of sovereign immunity. Nothing in this Act waives the sovereign immunity of LTBB except for the limited waiver provided for judicial review of final actions of the Program pursuant to Section LIII of this Act.

(Source: WOS 2016-008, September 15, 2016, Section VI)

PART 2. LTBB WATER QUALITY STANDARDS

Subpart A. Water Quality Standards

4.1207 WATER QUALITY STANDARDS

A. Promulgation of Standards

Water quality standards are one type of regulation authorized under this Act and are subject to the rulemaking requirements in Section LII. The Program shall promulgate water quality standards that protect the public health or welfare, enhance the quality of water and generally serve the purposes of this Act, including by implementing the anti-degradation policy set forth in Section II(A) of this Act. The standards shall provide for the protection and propagation of fish, wildlife and livestock and shall protect agricultural, domestic and recreational uses of water, as well as cultural and ceremonial values and uses of water. The standards shall consist of the designated uses for LTBB waters and the water quality criteria for such waters based upon such uses, an anti-degradation policy, and implementation methods, and shall be applicable to all LTBB Waters. The standards also shall include the methods and analyses to be used to determine compliance with such standards. The standards also may include provisions regarding compliance schedules, mixing zones, low flows, variances and such other matters as may be appropriate.

B. Designated Uses

The water quality standards shall establish designated uses for LTBB Waters, or segments thereof, taking into consideration the use and value of such waters for public water supplies, protection and propagation of fish and wildlife, recreational purposes, and agricultural (including livestock watering), commercial, industrial, and other purposes, and also taking into consideration their use and value for navigation and the cultural and ceremonial values and uses of the water. The Program may remove a designated use that is not an existing use consistent with the requirements of Section 303(c) of the Clean Water Act and associated federal regulations.

C. Criteria

The criteria established by the Program shall protect the designated uses, be based on sound scientific rationale (which may include criteria documents of the Administrator), and

include sufficient parameters or constituents to protect the designated uses. For LTBB Waters with multiple uses, the criteria shall protect the most sensitive use. The Program may establish criteria specifically applicable to wildlife or sediment. The criteria shall include:

1. Narrative criteria to protect all LTBB Waters from: the discharge of toxics in toxic amounts; objectionable odors, tastes, color or turbidity in or on the water; detrimental effects on edible plant or animal life that reside in or on the water; bottom deposits; floating debris; and any other protections determined by the Program to be warranted under the goals of this Act.

2. Numerical criteria for pollutants or pollutant or other parameters, including toxic pollutants and a thermal component (consistent with the requirements of the Clean Water Act), the discharge or presence of which in LTBB Waters the Program has determined could reasonably be expected to interfere with designated uses promulgated by the Program. The numerical criteria shall support such designated uses. In setting numerical criteria the Program may consider the effect of local conditions on water quality and may modify stream standards to reflect actual stream conditions when justified by sufficient data and need. When numerical criteria are not available and the Program determines it is appropriate to protect designated uses, the Program shall adopt criteria based on biological monitoring or assessment methods consistent with information published pursuant to CWA § 304(a)(8). Nothing in this section shall be construed to limit or delay the use of effluent limitations or other permit conditions based on or involving biological monitoring or assessment methods or previously adopted numerical criteria.

3. Any other criteria the Program determines are necessary to protect the designated uses of LTBB Waters.

D. Methods Used

The Program, in specifying the methods and analyses to be used to determine compliance with LTBB water quality standards, may include chemical analyses, physical properties, biological monitoring and toxicity testing.

E. Compliance Schedules

The Program may establish by regulation, or on a case-by-case basis, a reasonable period of time, but no longer than five years, for a person subject to an NPDES permit to comply with a new or more restrictive water quality-based effluent limitation based upon a water quality standard. The Program may establish by regulation, or on a case-by-case basis, a reasonable period of time, but no longer than five years, for any person subject to a mechanism, including a best management practice applicable to a non-point source, to comply with a new or more restrictive requirement which implements a water quality standard.

(Source: WOS 2016-008, September 15, 2016, Section VII)

4.1208 REVIEW OF WATER QUALITY STANDARDS

The Program shall from time to time (but at least once each three-year period beginning with the date of enactment of this Act) hold public hearings for the purpose of reviewing LTBB water quality standards and, as appropriate, revising and adopting standards. The results of such review shall be provided to the Administrator. Whenever the Program revises or adopts a new standard, such revised or new standard shall be submitted to the Administrator.

(Source: WOS 2016-008, September 15, 2016, Section VIII)

4.1209 IMPLEMENTATION OF WATER QUALITY STANDARDS

The water quality standards promulgated under this Act are implemented through issuance of permits under Part 6 of this Act, mechanisms provided under Part 7 of this Act for non-point source discharges, mechanisms provided under Part 8 of this Act for the clean lakes program, certification of federal licenses and permits (including permits issued by the U.S. Army Corps of Engineers pursuant to CWA § 404), as provided in Section XV of this Act, and participation as an affected tribe for discharges that may affect LTBB Waters (under CWA § 401(a)(2)). They also shall serve as clean-up standards for contaminated sites addressed under tribal or federal law.

(Source: WOS 2016-008, September 15, 2016, Section IX)

Subpart B. Water Quality Planning and Management

4.1210 COORDINATED WATER QUALITY PLANNING AND MANAGEMENT

The Program may conduct water quality planning and management activities within the Reservation in a coordinated fashion. Any such coordination shall be conducted consistent with this Act and the regulations promulgated hereunder and with applicable minimum federal requirements and may include, but is not limited to, identification of waters under Section XI of this Act, development of total maximum daily loads and wasteload allocations/load allocations under Section XII of this Act, and development of water quality monitoring, management plans and reports under Section XIII of this Act.

(Source: WOS 2016-008, September 15, 2016, Section X)

4.1211 IDENTIFICATION OF WATERS

A. Implementation

The Little Traverse Bay Bands of Odawa Indians is committed to identifying waters for which effluent limitations or controls on thermal discharges are not stringent enough to implement applicable water quality standards. The Program shall develop regulations to implement this section and submit them to the Natural Resources Commission and the Tribal Council for approval, pursuant to the rulemaking requirements in Section LII, provided that resources are available for implementation of this section.

B. Effluent Limitations

The Program shall identify those LTBB Waters for which the effluent limitations required by CWA § 301(b)(1)(A) & (B) are not stringent enough to implement a water quality standard applicable to such waters. The Program shall establish a priority ranking for such waters, taking into account the severity of the pollution and the uses to be made of such waters.

C. Thermal Discharges

The Program shall identify those LTBB Waters for which controls on thermal discharges under CWA § 301 are not stringent enough to assure protection and propagation of a balanced indigenous population of fish and wildlife.

D. Approval by Administrator

The Program shall submit to the Administrator from time to time for approval the identifications made under this section. If the Administrator approves any such identification, the Program shall incorporate it into the current plan under Section XIV of this Act. If the Administrator disapproves such identification and he or she identifies certain LTBB Waters for which the effluent limitations and controls on thermal discharges are not stringent enough to implement the water quality standards applicable to such waters, the Program shall incorporate this identification into the Program's current plan under Section XIV of this Act. These actions shall be taken in parallel with actions under Subsection XII(E) of this Act.

(Source: WOS 2016-008, September 15, 2016, Section XI)

4.1212 TOTAL MAXIMUM DAILY LOADS AND WASTELOAD ALLOCATIONS/LOAD ALLOCATIONS

A. Implementation

The Little Traverse Bay Bands of Odawa Indians is committed to establishing total maximum daily loads for waters identified under Section XI. The Program shall develop regulations to implement this section and submit them to the Natural Resources Commission and the Tribal Council for approval, pursuant to the rulemaking requirements in Section LII, provided that resources are available for implementation of this section.

B. Total Maximum Daily Load

The Program shall establish for the waters identified under Subsection XI(B) of this Act, and in accordance with the priority ranking, the total maximum daily load for those pollutants which the Administrator identifies under CWA § 304(a)(2) as suitable for such calculation. Such load shall be established at a level necessary to implement the applicable water quality standards with seasonal variations and a margin of safety which takes into account any lack of knowledge concerning the relationship between effluent limitations and water quality.

C. Total Maximum Daily Thermal Load

The Program shall estimate for the waters identified in Subsection XI(C)) of this Act the total maximum daily thermal load required to assure protection and propagation of a balanced, indigenous population of fish and wildlife. Such estimates shall take into account the normal water temperatures, flow rates, seasonal variations, existing sources of heat input, and the dissipative capacity of the identified waters or parts thereof. Such estimates shall include a calculation of the maximum heat input that can be made into each such part and shall include a margin of safety which takes into account any lack of knowledge concerning the development of thermal water quality criteria for such protection and propagation in the identified waters or parts thereof.

D. Approval by Administrator

The Program shall submit to the Administrator from time to time for approval the loads established under this section. If the Administrator approves such loads, the Program shall incorporate them into the current plan under Section XIV of this Act. If the Administrator disapproves such loads and himself establishes loads to implement the water quality standards applicable to such waters, upon such establishment the Program shall incorporate such loads into the Program's current plan under Section XIV of this Act. These actions shall be taken in parallel with actions under Subsection XI(D) of this Act.

E. Additional Identification

For the specific purpose of developing information, the Program shall identify all LTBB Waters that were not identified under Subsections XI(B) & (C) of this Act and estimate for such waters the total maximum daily load with seasonal variations and margins of safety for those pollutants which the Administrator identifies under CWA § 304(a)(2) as suitable for such calculation and for thermal discharges, at a level that would assure protection and propagation of a balanced indigenous population of fish and wildlife.

(Source: WOS 2016-008, September 15, 2016, Section XII)

4.1213 WATER QUALITY MONITORING, MANAGEMENT PLANS AND REPORTS

A. Monitoring

The Program shall establish and provide for the operation of appropriate devices, methods, systems, and procedures necessary to monitor, and to compile and analyze data on (including classification according to eutrophic condition), the quality of LTBB Waters, including biological monitoring, and provide for periodic updating of such data and the submission of such data to the Administrator. The Program may provide for such monitoring through water quality management plans and through regulations promulgated pursuant to the rulemaking procedures in Section LII of this Act.

B. Management Plans

The Program may develop water quality management plans consistent with the requirements of CWA §§ 205(j), 208 and 303 and submit those plans to the Administrator; the Program may also periodically update those plans.

C. Reports

The Program may prepare water quality reports consistent with the requirements of CWA § 305(b) and submit those reports to the Administrator; the Program may also periodically update those reports.

(Source: WOS 2016-008, September 15, 2016, Section XIII)

4.1214 CONTINUING PLANNING PROCESS

A. Plan

The Program shall submit to the Administrator for approval (to the extent that it has not otherwise already been completed and approved) a proposed continuing planning process which is consistent with this Act and the Clean Water Act. The Program shall from time to time review the LTBB's approved planning process for the purpose of ensuring that such planning process is at all times consistent with this Act and the Clean Water Act.

B. Elements of Plan

The continuing planning process shall include, but not be limited to, the following:

1. Effluent limitations and schedules of compliance at least as stringent as those required by Sections XIX and XX of this Act, and at least as stringent as any requirements contained in any applicable water quality standard in effect under authority of this Act and the Clean Water Act;

2. All elements of any applicable area-wide waste management plans or applicable basin plans, established under CWA §§ 208 and 209, for which the LTBB has jurisdiction;

3. Total maximum daily load for pollutants in accordance with Section XII of this Act;

4. Procedures for revision;

5. Adequate authority for intergovernmental cooperation;

6. Adequate implementation, including schedules of compliance, for revised or new water quality standards, under Subpart A of this Part;

7. Controls over the disposition of all residual waste from any water treatment processing;

8. An inventory and ranking, in order of priority, of needs for construction of waste treatment works required to meet the applicable requirements of Section XIX of this Act.

(Source: WOS 2016-008, September 15, 2016, Section XIV)

Subpart C. Certificate of Compliance

4.1215 CERTIFICATION OF COMPLIANCE WITH FEDERAL WATER POLLUTION CONTROL REQUIREMENTS

A. Certification of Compliance

The Program may grant or deny certification that an applicant requesting federal license or permit necessary to conduct any activity, (including but not limited to the construction or operation of facilities), which may result in a discharge into LTBB Waters, must satisfactorily show that he or she will comply with CWA §§ 301, 302, 303, 306 & 307. If there is no applicable effluent limitation or other limitation under CWA §§ 301(b) & 302, and there is no applicable standard under CWA §§ 306 & 307, for the activity in question, the Program shall so certify. The Program shall submit the application and any certification issued under this section to the Administrator, pursuant to CWA § 401.

B. Rules for Grant or Denial of Certification

The Program shall promulgate regulations, consistent with the rulemaking provisions of Section LII of this Act, establishing the procedures that the Program will follow in granting or denying certifications under this section. Such rules shall require public notice of an application for certification, opportunity for public participation in the decision-making process on an application for certification, and opportunity and procedures for public hearings on applications for certification. Such rules also shall require an applicant to provide the Program with notice of proposed changes in the construction or operation of the facility or other activity in question and with plans for the operation of the facility or conduct of the activity in question. Such rules may also include fees to be charged by the Program for the review of applications and issuance of certifications.

C. Limitations and Monitoring Requirements

In any certification issued under this section, the Program shall set forth effluent limitations, other limitations and monitoring requirements necessary to ensure that the applicant will comply with applicable effluent and other limitations under CWA § 301 or 302, standards of performance under CWA § 306, prohibitions, effluent standards or pretreatment standards under CWA § 307, and any other appropriate requirement of tribal law. These limitations and requirements shall become conditions on any permit subject to the provisions of CWA § 401.

(Source: WOS 2016-008, September 15, 2016, Section XV)

PART 3. SURFACE WATER DISCHARGE AND PRETREATMENT REQUIREMENTS

4.1216 IMPLEMENTATION

The Little Traverse Bay Bands of Odawa Indians is committed to developing surface water discharge and pretreatment requirements. The Program shall develop regulations to implement this Part and submit them to the Natural Resources Commission and the Tribal Council for approval, pursuant to the rulemaking requirements in Section LII, provided that resources are available for implementation of this Part. Subsection XVIII(A) ("Prohibitions") shall be in full force and effect immediately upon adoption of this Act.

(Source: WOS 2016-008, September 15, 2016, Section XVI)

4.1217 REGULATIONS REQUIRED

Any regulations developed for surface water discharges and pretreatment requirements shall meet the minimum criteria as set forth in this Part.

(Source: WOS 2016-008, September 15, 2016, Section XVII)

Subpart A. Surface Water Discharges

4.1218 PERMIT REQUIRED TO DISCHARGE INTO SURFACE WATER

A. Prohibitions

1. Except as provided in this Act or regulations promulgated hereunder, it is unlawful for any person to discharge a pollutant from a point source into LTBB Waters without a valid permit or to violate any term or condition of such permit. Any such action is a public nuisance, as well as being subject to enforcement under Part 10 of this Act.

2. A valid permit is one issued consistent with rules promulgated pursuant to this part and Part 6 of this Act or, if no such permit program has been established, by the Administrator under CWA § 402, for which the term has not expired.

3. It is unlawful for any person, without first securing a permit, to construct, install, modify, or operate any treatment works or part of any treatment works or any extension or addition to any treatment works, the operation of which could likely result in a discharge due to runoff, flow or usage.

B. Exemptions

The following discharges do not require NPDES permits:

1. Discharges into LTBB Waters of dredged or fill materials that are regulated under CWA § 404.

2. Any discharge in compliance with the instructions of an on-scene coordinator pursuant to 40 C.F.R. Part 300.

C. Grounds for Issuance of Permit

The Program may, after notice and opportunity for public hearing, issue a permit for the discharge of any waste, pollutant or combination of pollutants into LTBB Waters, for a period not to exceed five years, upon condition that such discharge meets or will meet, subject to authorized schedules of compliance, all applicable LTBB, affected tribe or state, and federal water quality standards and effluent standards and all other requirements of this Act and regulations promulgated under this Act.

D. Grounds for Denial of Permit

The Program shall deny a permit where:

1. The permit would authorize a discharge that would not meet the requirements specified in subsection C of this section;

2. The permit would authorize the discharge of any radiological, chemical, or biological warfare agent, any high-level radioactive waste, or any medical waste into

LTBB Waters;

3. The permit would, in the judgment of the Secretary of the Army acting through the Chief of Engineers, result in the substantial impairment of anchorage and navigation of any LTBB Waters;

4. The permit is objected to in writing by the Administrator pursuant to any right to object provided to the Administrator by CWA § 402(d);

5. The permit would authorize a discharge from a point source which is in conflict with a plan developed under Section XIV of this Act and approved by the Administrator under CWA § 208(b), and for which the submitting government entity had jurisdiction;

6. The issuance of the permit would otherwise be inconsistent with the applicable requirements of other LTBB statutes or regulations; or

7. The issuance of the permit would otherwise be inconsistent with applicable requirements of the Clean Water Act or regulations promulgated thereunder.

E. General Permit

The Program may issue a general permit within a geographical area to cover (1) storm water point sources, (2) a category of point sources, or (3) a category of treatment works treating domestic sewage. A facility covered by a general permit shall be subject to all provisions of this Act and regulations promulgated hereunder, except as otherwise provided by the Program by regulation in the case of certain application requirements.

(Source: WOS 2016-008, September 15, 2016, Section XVIII)

4.1219 EFFLUENT LIMITATIONS ENFORCED IN ISSUANCE OF PERMITS

A. Permit Conditions

The Program shall require as permit terms, limitations and conditions the achievement of:

1. Effluent limitations based upon the application of such levels of treatment, technology and processes as are required under the Clean Water Act for which the Administrator has promulgated regulations under CWA §§ 301, 304, 306 & 318 for industrial or municipal dischargers and aquaculture projects;

2. Effluent limitations, best management practices, requirements for cooling water intake structures, alternative limitations for coal re-mining under CWA § 301(p), and a determination of maximum extent practicable, based upon the application of best professional judgment, in the absence of formally promulgated standards and limitations by the Administrator under the Clean Water Act, based upon the appropriate criteria contained in CWA §§ 301, 304(e), 316(b) & 402(a)(1)(B);

3. Toxic pollutant effluent standards or prohibitions promulgated by the Administrator under CWA § 307(a), currently contained in 40 C.F.R. Part 129, within the time frame for compliance provided by the Administrator, as well as the authority to modify existing permits to require compliance with such toxic pollutant effluent standards;

4. Effluent limitations, standards, or prohibitions on discharges from publicly owned treatment works and requirements of a pretreatment program based upon the requirements of CWA § 307 and the Administrator's implementing regulations;

5. For those treatment works treating domestic sewage and required to obtain a permit under Section XVIII of this Act, appropriate conditions that are required in order to comply with regulations for sludge use and disposal promulgated by the Administrator under CWA § 405;

6. Any more stringent effluent limitations necessary to meet water quality standards established pursuant to any LTBB, affected state or tribe, or federal law or regulation, including water quality-related effluent limitations established by the Administrator under CWA § 302; and

7. Any more stringent effluent limitations necessary to comply with the continuing planning process approved by the Administrator under CWA § 303(e).

B. Time for Compliance

Effluent limitations prescribed under this section shall be achieved in the shortest reasonable period consistent with LTBB law and the Clean Water Act, and with any regulations or guidelines promulgated or issued thereunder.

C. Variances

1. The Program may grant or deny requests for variances from effluent limitations proposed for the control of thermal pollution, based on the criteria specified in CWA § 316(a). The Program may implement any alternative limitations, terms or conditions established in a final decision on such a variance request.

2. The Program may deny, forward to the Administrator with a written concurrence, or submit to the Administrator without a recommendation, completed requests for variances under CWA § 301(c), (g), or (n) (including fundamentally different factors variance requests from best practicable control technology currently available effluent limitations guidelines) or 302(b)(2). To the extent that the Program has forwarded a request to the Administrator with a written concurrence or without a recommendation, the Program may implement any alternative limitations, terms or conditions established by the Administrator in a final decision on such a variance request.

(Source: WOS 2016-008, September 15, 2016, Section XIX)

4.1220 COMPLIANCE SCHEDULES

The Program may set and revise compliance schedules and include such schedules within the terms and conditions of permits for discharge of wastes or pollutants or for sludge use and disposal, consistent with LTBB law, the Clean Water Act and implementing regulations. The Program may establish interim compliance schedules in such permits which are enforceable without showing a violation of an effluent limitation or harm to water quality.

(Source: WOS 2016-008, September 15, 2016, Section XX)

4.1221 EXTENSION OF TIME TO MEET WATER QUALITY AND EFFLUENT STANDARDS

A. Required Findings

The Program may issue a reasonable extension to a point source discharger, industrial user, or treatment works treating domestic sewage, which extension shall not conflict with the Clean Water Act, in which to meet water quality standards or other applicable effluent limitations or standards of the LTBB or an affected state or tribe (to the extent allowable under the state or tribal law or regulations), if the Program determines that:

1. The violation was the result of actions or conditions outside the control of the discharger;

2. The discharger, industrial user, or treatment works treating domestic sewage has acted in good faith;

3. The extension would not result in the imposition of any additional controls on any point or non-point source; and

4. Facilities necessary for compliance are under construction and will be completed at the earliest date possible.

B. No Excuse for Noncompliance

Any extension of time granted under this section will not compromise any right for enforcement available under Part 10 which exists before the extension is granted.

(Source: WOS 2016-008, September 15, 2016, Section XXI)

4.1222 RECORDING, REPORTING, AND INSPECTION CONDITIONS

The Program may prescribe terms and conditions for permits or other controls on industrial users to assure compliance with applicable LTBB, affected state or tribe, and federal effluent standards and water quality standards (as set forth in Section XIX of this Act), including, but not limited to, requirements concerning recording, reporting, monitoring, entry, and inspection (as provided in Section XLVIII of this Act).

(Source: WOS 2016-008, September 15, 2016, Section XXII)

4.1223 DISPOSAL OF POLLUTANTS INTO WELLS

The disposal of pollutants into wells shall be prohibited, unless the disposal is authorized by the federal underground injection control ("UIC") program authorized under the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq*., or by any LTBB UIC program approved by the Administrator. The Program shall regulate any such discharges that are subject to the NPDES program through NPDES permits that incorporate appropriate federal or LTBB UIC requirements.

(Source: WOS 2016-008, September 15, 2016, Section XXIII)

Subpart B. Pretreatment Requirements

4.1224 PRETREATMENT STANDARDS

The Program may promulgate rules specifying pretreatment standards to be applied to all industrial users of publicly owned treatment works for the introduction of pollutants into publicly owned treatment works, including pollutants which interfere with, pass through, or otherwise are incompatible with such treatment works. Such standards shall not conflict with any pretreatment standard established under CWA § 307(b).

(Source: WOS 2016-008, September 15, 2016, Section XXIV)

4.1225 CONDITIONS IN PERMITS ISSUED FOR PUBLIC OWNED TREATMENT WORKS

A. Compliance with Clean Water Act

The Program or the owner or operator of a publicly owned treatment works ("POTWs"), if it has an approved pretreatment program, shall implement all provisions of CWA § 307, including issuing pretreatment industrial user permits or controlling discharges from significant industrial users by other appropriate means, such as discharge fees.

B. Other Conditions

The Program shall include the following requirements as conditions in permits for the discharge of pollutants from POTWs:

1. The identification, in terms of character and volume of pollutants, of any significant source introducing into such POTWs pollutants subject to pretreatment standards under CWA § 307(b);

2. A program to assure compliance by each such source with pretreatment standards promulgated under CWA § 307(b) and Section XXIV of this Act;

3. Adequate notice to the Program of:

a. New introductions into POTWs of pollutants from any source which would be a new source as defined in CWA § 306 if such source were discharging pollutants;

b. New introductions of pollutants into POTWs from a source which would be subject to CWA § 301 if it were discharging such pollutants; or

c. A substantial change in volume or character of pollutants being introduced into POTWs by a source introducing pollutants into such works at the time of issuance of the permit.

Such notice shall include information on the quality and quantity of effluent to be introduced into such POTWs and any anticipated impact of such change in the quantity or quality of effluent to be discharged from such POTWs;

4. Compliance with any system of user charges required under LTBB law or the Clean Water Act or regulations promulgated thereunder; and

5. Compliance with recordkeeping, reporting, sampling, monitoring and inspection requirements under CWA § 308 and Section XLVIII of this Act.

(Source: WOS 2016-008, September 15, 2016, Section XXV)

4.1225 OTHER AUTHORITY OF PROGRAM REGARDING PUBLIC OWNED TREATMENT WORKS

In addition to other provisions specifically authorized in this Act, the Program shall have, but not be limited to, the following authority regarding POTWs:

1. Issue decisions on requests by POTWs for pretreatment program approval;

2. Act on requests for removal credits under CWA § 307(b);

3. Act on categorical determination requests;

4. Deny or make recommendations on requests for fundamentally different factors variances under CWA § 301(n);

5. Make decisions on compliance deadline extension requests based on innovative technology under CWA § 307(e); and

6. Join a POTW as a defendant in an enforcement action under this Act against an industrial user.

(Source: WOS 2016-008, September 15, 2016, Section XXVI)

PART 4. PROTECTION AND MANAGEMENT OF WETLANDS

4.1227 WETLANDS PROTECTION PROGRAM

A. Establishment of Wetlands Protection Program and Effective Date

The Little Traverse Bay Bands of Odawa Indians is committed to establishing a Wetlands Protection Program to monitor, assess and protect wetlands to ensure that their ecological services are maintained; to designate and protect High Quality Wetlands for Tribal uses; and to establish a permitting process for discharge of dredged or fill material into a wetlands or other alteration or modification of an existing wetlands. This Act shall repeal and replace Waganakising Odawak Statute (WOS) 2006-016 and any previous wetlands statute. The Program shall develop regulations to implement this Part, including wetlands permit regulations, and submit them to the Natural Resources Commission and the Tribal Council for approval, pursuant to the rulemaking requirements in Section LII, provided that resources are available for implementation of this Part. Notwithstanding the preceding sentence, the Wetlands Protection Program shall be effective immediately upon adoption of this Act on lands held in trust for LTBB by the Secretary of Interior.

B. Authorities and Duties of Program

The Program shall have the following authorities and duties under this Part:

1. Enforce regulations promulgated pursuant to this Act;

2. Issue wetlands permits and require monitoring of wetlands activities;

3. Serve as a liaison between Tribal, Federal, County, State and local units of government on wetlands protection issues;

4. Review and comment on CWA § 404 permits issued by U.S. Army Corps of Engineers or Part 303 permits issued by Michigan Department of Environmental Quality pursuant to the Michigan Natural Resources and Environmental Protection Act;

5. Encourage education and proper uses of wetlands to reduce over-harvesting of natural and cultural resources.

6. Coordinate with and support Tribal, State and Federal entities in the enforcement of any applicable Tribal, State, or Federal statutes, ordinances or regulations involving wetlands protection and enhancement.

7. Establish standards and procedures for monitoring permitted activities.

8. Issue citations for violations of this Act and recommend a schedule of fines that may be imposed by the Tribal Court.

(Source: WOS 2016-008, September 15, 2016, Section XXVII)

4.1228 APPLICABILITY

A. This Part applies to wetlands that meet any one of the following criteria:

1. Connected to one of the Great Lakes.

2. Located within 1,000 feet of one of the Great Lakes.

3. Connected to an inland lake, pond, river, or stream.

4. Located within 500 feet of an inland lake, pond, river or stream.

5. Not connected to one of the Great Lakes, or an inland lake, pond, stream, or river, but more than 5 acres in size, regardless of the size of the impacted area.

6. Classified as a High Quality Wetlands, regardless of the size of the impacted area.

7. At least 1/3 acre in size and within lands held in trust for LTBB by the Secretary of Interior, regardless of the size of the impacted area.

B. This Part does not apply to manmade structures designed for drainage or stormwater management. Consistent with federal requirements, the Program may exclude from LTBB

waters certain waste treatment systems not constructed or located in what would otherwise be LTBB waters.

(Source: WOS 2016-008, September 15, 2016, Section XXVIII)

4.1229 WETLANDS VERIFICATION

The Environmental Services Program and Geographic Information System, along with any other departments or staff assigned by the Tribal Administrator, shall maintain a composite wetlands map and inventory of all wetlands to which this Act applies using United States Department of Agricultural Soil surveys; Wetlands Criteria as established by the Army Corps of Engineers; field inspections; topographical maps; aerial photography; and other similar resources. The inventory and map shall include and indicate the location of all High Quality Wetlands.

(Source: WOS 2016-008, September 15, 2016, Section XXIX)

4.1230 PERMIT REQUIREMENT

A. Wetland Modification

Anyone who wishes to alter or modify an existing wetlands covered by this Part, including but not limited to undertaking any activity involving the discharge of dredged or fill material into a wetlands, is required to apply for a permit pursuant to regulations promulgated under this Part, consistent with the rulemaking requirements in Section LII.

B. Delineation Requirement

Any applicant proposing activity within a wetlands covered by this Part must perform a wetland delineation. The delineation of wetlands shall be done in accordance with the Wetland Criteria as established by the United States Army Corps of Engineers. The delineation shall be a component of all Permit applications and shall be verified by the Environmental Services Program prior to permit approval.

(Source: WOS 2016-008, September 15, 2016, Section XXX)

4.1231 WETLAND MITIGATION

A. Mitigation

The Program can consider wetland mitigation as a condition of permit approval, such as the types of actions described in Subsection (B) of this section, only if all of the following conditions are met:

1. The wetlands impacts are otherwise eligible for permits pursuant to regulations promulgated under this Part.

2. No feasible and prudent alternative is available to avoid impacts on the wetlands.

3. An applicant has used all practical means to minimize the impact to the wetlands. This may include the permanent protection of wetlands on the site that are not directly impacted by the proposed activity.

B. Mitigation Determinations

The Program shall take into consideration the following when making wetlands mitigation determinations:

1. The ability to create or restore wetlands of equal or greater in size and of equal or greater quality.

2. The ability to create or restore other wetlands contiguous to existing wetlands

3. The ability to create or restore High Quality Wetlands.

4. The ability to create or restore other wetlands within the same United States Geological Survey Hydrologic Unit Code watershed (12-digit or greater) as the permitted activity.

5. Whether the wetlands mitigation project provides the same level of access to the area as was previously enjoyed by the public or Tribal Citizens.

(Source: WOS 2016-008, September 15, 2016, Section XXXI)

PART 5. SEWAGE SLUDGE

4.1232 REGULATION OF THE USE AND DISPOSAL OF SEWAGE SLUDGE

A. Establishment of Program

The Little Traverse Bay Bands of Odawa Indians is committed to establishing a program to regulate the use and disposal of sewage sludge. The Program shall develop regulations to implement this Part and submit them to the Natural Resources Commission and the Tribal Council for approval, pursuant to the rulemaking requirements in Section LII, provided that resources are available for implementation of this Part.

B. Content of Regulations

In establishing a sewage sludge program, the Program shall:

1. Regulate all sludge use and disposal methods within the Reservation;

2. Regulate the transportation and storage of sewage sludge in the Reservation;

3. Ensure compliance with applicable sludge standards by all users or disposers of sewage sludge; and

4. Regulate the issuance of permits under Sections XVIII & XXXIV of this Act for the disposal of sewage sludge, which regulations shall require the application to sewage sludge disposal of each criterion, factor, procedure and requirement applicable to a permit issued under Section XVIII of this Act.

(Source: WOS 2016-008, September 15, 2016, Section XXXII)

4.1233 BLANK SECTION

4.1234 PERMITS

A. Permit Requirement

In any case where the disposal of sewage sludge resulting from the operation of a treatment works (including the removal of in-place sewage sludge from one location and its deposit at another location) would result in any pollutant from such sewage sludge entering LTBB Waters, such disposal is prohibited except in accordance with a permit issued under Section XVIII of this Act or, if no such permit program has been established, by the Administrator under CWA § 402.

B. Consistency With Sewage Sludge Regulations

Any permit issued under Section XVIII to a POTW or any other treatment works treating domestic sewage shall include requirements for the use and disposal of sludge that implement the regulations promulgated pursuant to Section XXXII of this Act.

C. Applicability to All Treatment Works

In the case of a POTW or other treatment works treating domestic sewage that is not subject to Section XVIII of this Act, the Program may issue a permit to such treatment works solely to impose requirements for the use and disposal of sludge that implement the regulations established pursuant to Section XXXII of this Act. The Program shall establish procedures for issuing permits pursuant to this subsection.

(Source: WOS 2016-008, September 15, 2016, Section XXXIV)

4.1235 RECORDKEEPING, REPORTING, AND INSPECTIONS

Any treatment works treating domestic sewage is subject to applicable provisions of regulations issued by the Program regarding recordkeeping, reporting and inspections, including provisions of Section XLVIII of this Act. The Program may prescribe terms and conditions for

permits issued under this Part to assure compliance with applicable LTBB and federal effluent, solid waste, and water quality standards, including requirements concerning recordkeeping, reporting, monitoring, entry and inspection, to the extent provided under this Act. The Program may establish regulations specifically establishing terms, limitations and conditions, including notification requirements, applicable to septage haulers.

(Source: WOS 2016-008, September 15, 2016, Section XXXV)

PART 6. PERMIT PROCEDURES

4.1236 IMPLEMENTATION

The Little Traverse Bay Bands of Odawa Indians is committed to developing requirements for issuance of permits under this Act. The Program shall promulgate regulations to implement this Part and submit them to the Natural Resources Commission and the Tribal Council for approval, pursuant to the rulemaking requirements in Section LII, provided that resources are available for implementation of this Part.

(Source: WOS 2016-008, September 15, 2016, Section XXXVI)

4.1237 CONDITIONS OF PERMITS

A. Submission of Implementation

The Program may, by issuing regulations and on a case-by-case basis, prescribe conditions for and require the submission of plans, specifications, and other information from a permittee, applicant, or person discharging without a permit, in connection with applications for or otherwise related to the issuance of permits, introduction of pollutants by an industrial user into a publicly owned treatment works, or activities of a treatment works treating domestic sewage.

B. Consent to Jurisdiction

All permit applications and permits, including general permits, as well as regulations or other mechanisms issued by the Program for direct implementation of requirements for industrial

users and treatment works treating domestic sewage that are not otherwise required to apply for permits, shall contain the following statement to which the applicant must agree and subscribe for the application to be complete and as a condition precedent to the issuance of any permit or coverage by direct implementation mechanism:

> "Applicant hereby consents to the jurisdiction of the Little Traverse Bay Bands of Odawa Indians in connection with all activities conducted pursuant to, in connection with, or directly affecting compliance with, any permit issued pursuant to this application or to which the provisions of the LTBB Clean Water Act otherwise apply. This consent shall be effective when a permit is issued and may not be withdrawn. This consent shall extend to and be binding upon all successors, heirs, assigns, employees and agents, including contractors and subcontractors, of the applicant."

The applicant shall include the foregoing statement as a term and condition of any contract or other agreement it executes for services to be performed or goods to be provided within the Reservation in connection with any permit issued under this Act, or to which the provisions of the Act otherwise apply. Each party to any such contract or other agreement must agree and subscribe to said statement, substituting the name of the party for "applicant" as appropriate and substituting the phrase "this agreement" in place of the phrase "any permit issued pursuant to this application." Failure by the applicant to include such statement, or of any party to agree and subscribe to such statement, may result in denial of the permit and subject the applicant to civil penalty in accordance with this Act.

(Source: WOS 2016-008, September 15, 2016, Section XXXVII)

4.1238 TERMS OF PERMITS

A. Fixed Term

Each permit shall have a fixed term not exceeding five years. Upon expiration of a permit, a new permit may be issued by the Program after notice and opportunity for public hearing and upon condition that the discharge or disposal (including of sludge)

meets or will meet, subject to authorized compliance schedules, all applicable requirements of this Act, including the conditions of any permit issued by the Program.

B. Renewals

When the permittee has made a timely and sufficient application for a renewal in accordance with rules promulgated under this Act, an existing permit for an activity of a continuing nature shall not expire until the application for renewal has been finally determined by the Program.

(Source: WOS 2016-008, September 15, 2016, Section XXXVIII)

4.1239 NOTICE OF ACTIONS

The Program shall issue and implement rules to ensure:

1. That the public, appropriate government agencies, and any other tribe or state the waters of which may be affected, receive notice of each application for a permit; be provided an opportunity for public hearing and comment before ruling on each such application; and be provided an explanation in writing of the reasons why any recommendations submitted with regard to such application were not adopted;

2. That the public, appropriate government agencies, and any other tribe or state the waters of which may be affected, receive appropriate notice of activities of the pretreatment program, when applicable, and be provided an opportunity for public hearing and comment before the Program rules on such activities, as provided by CWA § 307 and the Administrator's implementing regulations; and

3. That the Administrator receives notice and a copy of each application for a permit.

(Source: WOS 2016-008, September 15, 2016, Section XXXIX)

4.1240 ISSUANCE, REVOCATION, OR DENIAL OF PERMITS

A. Authority

The Program shall issue, suspend, revoke, modify, or deny permits consistent with provisions of this Part and with rules issued by the Program consistent with the provisions of this Act.

B. Grounds for Revocation, Modification or Suspension

Any permit issued under this Part may be revoked, modified, or suspended in whole or in part, during its term or upon request of the permit-holder or any interested person, for cause, including but not limited to the following:

1. Violation of any condition of the permit;

2. Obtaining a permit by misrepresentation or failure to disclose fully all relevant facts; or

3. Change in condition that requires either a temporary or permanent reduction or elimination of the permitted discharge or disposal operation, where "condition" does not include statutory or regulatory effluent limitations or standards enacted or adopted during the permit term, other than for toxic pollutants.

C. Notice and Hearing

The Program, applicant, permittee or any interested person may request that the Program hold a public hearing on a permit decision. If requested, or if required by the Program, a public hearing shall be held within 30 calendar days after receipt of written request or written notice issued by the Program, or as soon thereafter as reasonably practical.

D. Environmental Appeals Board Review

If the Program recommends issuance or denial of an application for a permit, or revokes, suspends, or modifies a permit, the Program shall give written notice of its decision to the applicant or permittee, any interested person who has requested to be notified, and other entities as provided by this Act. The applicant, permittee or any interested person may appeal the Program's permit decision to the Environmental Appeals Board within 30 days of issuance of the decision. The EAB may affirm, modify or reverse the decision of the Program based upon the evidence presented at the hearing. Failure to appeal to the EAB will preclude judicial review of the permitting decision by the Tribal Court.

E. Effective Date

Issuance, modification, revocation, or suspension of a permit shall be effective 30 calendar days after issuance of the Program's decision, unless a later date is specified. If the permit decision is appealed to the EAB, an order of modification, revocation or suspension shall be effective 60 calendar days after the issuance of the EAB's decision.

F. Any additional duties and/or responsibilities of the EAB shall be delineated by statute.

(Source: WOS 2016-008, September 15, 2016, Section XL)

4.1241 CONFLICT OF INTEREST

A. No Program employee shall participate in a permit action that involves himself or herself, any discharger, industrial user or treatment works treating domestic sewage with which he or she is connected as a director, officer or employee, or in which he or she has a direct personal financial interest. Direct financial interest is defined as receiving, or having received during the previous two years, a significant portion of income directly or indirectly from permit holders or applicants for permits.

B. To the extent not prohibited by Subsection (A) of this section, no employee of the Program shall participate in any proceeding as a consultant or in any other capacity on behalf of any discharger, industrial user or treatment works treating domestic sewage, except to the extent otherwise allowed under LTBB law. In no case shall a Program employee participate as a consultant or in any other capacity on behalf of any discharger,

industrial user or treatment works treating domestic sewage in any proceeding that was instituted or ongoing during the employee's tenure with the Program.

(Source: WOS 2016-008, September 15, 2016, Section XLI)

4.1242 FUNDING OF PERMIT PROGRAM

The Program may, by rulemaking pursuant to Section LII, charge fees for permit applications, renewals, and other permitting actions. Such fees shall be designed to cover administrative costs of implementing the permit program. The Little Traverse Bay Bands of Odawa Indians recognizes the importance of the permit program in implementing and enforcing the LTBB Water Quality Standards and, when funding programs under this Act, the Tribal Council will consider revenues collected by the Program through fees, penalties, and other sources, when making budgetary decisions.

(Source: WOS 2016-008, September 15, 2016, Section XLII)

PART 7. NON-POINT SOURCE MANAGEMENT PROGRAM

4.1243 NON-POINT SOURCE ASSESSMENT REPORT

A. Content of Report

The Program shall, after notice and opportunity for public comment, prepare and submit to the Administrator for approval (to the extent that it has not otherwise already been completed and approved), a report which:

1. Identifies those LTBB Waters which, without additional action to control non-point sources of pollution, cannot reasonably be expected to attain or maintain applicable water quality standards or the goals and requirements of this Act or the Clean Water Act;

2. Identifies those categories and subcategories of non-point sources or, where appropriate, particular non-point sources which add significant pollution to

each portion of the LTBB Waters identified under Paragraph (A)(1) in amounts which contribute to such portion not meeting such water quality standards or such goals and requirements;

3. Describes the process, including intergovernmental coordination and public participation, for identifying best management practices and measures to control each category and subcategory of non-point sources and, where appropriate, particular non-point sources identified under Paragraph (A)(2) and to reduce, to the maximum extent practicable, the level of pollution resulting from such category, subcategory, or source; and

4. Identifies and describes LTBB and local programs for controlling pollution added from non-point sources to, and improving the quality of, each such portion of LTBB Waters, including but not limited to those programs which are receiving federal assistance under CWA § 319(h) & (i).

B. Basis for Report

In preparing the report required by this section, the Program may use all available information and applicable U.S. EPA guidance.

(Source: WOS 2016-008, September 15, 2016, Section XLIII)

4.1244 NON-POINT SOURCE MANAGEMENT PROGRAM

A. Program Submission

The Program shall, after notice and opportunity for public comment, prepare and submit to the Administrator for approval a management program for controlling pollution added from non-point sources to LTBB Waters and improving the quality of such waters, which program the LTBB proposes to implement in the first four fiscal years beginning after the date of submission of the program. The Program may periodically revise the submission.

B. Program Contents

The management program proposed for implementation under this section shall address applicable guidance published by U.S. EPA and include the following:

1. An identification of the best management practices and measures which will be undertaken to reduce pollutant loadings resulting from each category, subcategory, or particular non-point source designated under Section XLIII(A)(2) of this Act, taking into account the impact of the practice on groundwater quality.

2. An identification of programs within the LTBB and affected tribes and states (including, as appropriate, non-regulatory or regulatory programs for enforcement, technical assistance, financial assistance, education, training, technology transfer, and demonstration projects) designed to achieve implementation of the best management practices by the categories, subcategories, and particular non-point sources designated under Paragraph (B)(1) of this section.

3. A schedule containing annual milestones for (a) utilization of the program implementation methods identified in Paragraph (B)(2) of this section, and (b) implementation of the best management practices identified in Paragraph (B)(1) of this section by the categories, subcategories, or particular non-point sources designated under Section XLIII(A)(2) of this Act. Such schedule shall provide for utilization of the best management practices at the earliest practicable date, but no later than the time period provided in Section VII(E) of this Act.

4. Any other information required by CWA § 319(b) and regulations and guidance promulgated thereunder.

C. Utilization of Local and Private Experts

In developing and implementing a management program under this section, the Program shall, to the maximum extent practicable, involve local public and private agencies and organizations which have expertise in control of non-point sources of

pollution.

D. Development on Watershed Basis

The Program shall, to the maximum extent practicable, develop and implement a management program under this Part on a watershed-by-watershed basis within the Reservation.

(Source: WOS 2016-008, September 15, 2016, Section XLIV)

PART 8. CLEAN LAKES PROGRAM

4.1245 BIENNIAL REPORT

A. The Program may initiate a Clean Lakes program under this Part. If the Program decides to develop a Clean Lakes program, the Program shall prepare and submit to the Administrator for approval a report containing the following information:

1. an identification and classification according to eutrophic condition of all lakes or portions of lakes within or adjacent to the Reservation;

2. a description of procedures, processes and methods (including land use requirements) to control sources of pollution of such lakes;

3. a description of methods and procedures, in conjunction with appropriate federal agencies, to restore the water quality of such lakes;

4. methods and procedures to mitigate the harmful effects of high acidity, including innovative methods of neutralizing and restoring buffering capacity of such lakes and methods of removing from such lakes toxic metals and other toxic substances mobilized by high acidity;

5. a list and description of such lakes which are known to be impaired, including those lakes which are known not to meet applicable water quality

standards or which require implementation of control programs to maintain compliance with applicable standards and those lakes in which water quality has deteriorated as a result of high acidity that may reasonably be due to acid deposition; and

6. an assessment of the status and trends of water quality in such lakes, including but not limited to the nature and extent of pollution loading from point and non-point sources and the extent to which the use of such lakes is impaired as a result of such pollution, particularly with respect to toxic pollution.

B. This report shall be updated and submitted to the Administrator every two years, for so long as the Program continues to operate a Clean Lakes program. Any Clean Lakes program developed under this Part shall be carried out in such a way that would not impede or interfere with the Great Lakes Protection Statute, Tribal Code Sections 4.601-4.606.

(Source: WOS 2016-008, September 15, 2016, Section XLV)

4.1246 CONTRACTS AND INTERAGENCY AGREEMENTS

The Program is authorized to enter into agreements with other public agencies and to contract with public and private agencies, organizations and individuals to develop and demonstrate new or improved methods for the prevention, removal, reduction and elimination of pollution in lakes, including the undesirable effects of nutrients and vegetation.

(Source: WOS 2016-008, September 15, 2016, Section XLVI)

PART 9. WATERSHED PROTECTION PROGRAM

4.1247 DEVELOPMENT OF PROGRAM

The Little Traverse Bay Bands of Odawa Indians is committed to developing a Watershed Protection program to protect surface and groundwater from pollution. The

Environmental Services Program may conduct studies regarding watershed protection within the Reservation, develop guidelines and procedures to protect such watersheds, and develop regulations to implement this Part and submit them to the Natural Resources Commission and the Tribal Council for approval, pursuant to the rulemaking requirements in Section LII, provided that resources are available for implementation of this Part. The Program may develop the Watershed Protection Program on a watershed basis, taking into account impacts on water quality from a variety of sources and considering cumulative impacts as well as discrete instances of contamination. In developing the Watershed Protection program, the Program shall consult with other LTBB agencies and departments and with state and federal agencies and other entities having authority over activities which may impact water quality within the Reservation (such as agriculture, livestock grazing, fisheries, mining and timber operations and business development).

(Source: WOS 2016-008, September 15, 2016, Section XLVII)

PART 10. ENFORCEMENT

4.1248 RECORDS, INSPECTIONS, MONITORING AND ENTRY

A. Recordkeeping, reporting and monitoring

In order to carry out the purposes of this Act, including but not limited to developing or enforcing any water quality standard, water quality management plan, continuing planning process or best management practice under this Act, issuing certifications, granting approvals, and issuing permits or otherwise regulating point sources, treatment works and industrial users of POTWs under this Act, the Program may require, as appropriate, any person subject to the requirements of this Act to:

1. Establish and maintain records;

2. Prepare and submit reports;

3. Install, calibrate, use and maintain monitoring equipment or methods, including, where appropriate, biological monitoring;

4. Sample effluents and receiving waters (in accordance with such procedures or methods, at such locations, at such intervals, during such periods and in such manner as the Program shall prescribe); and

5. Provide such other information as the Program may reasonably require.

B. Entry and Inspections

The Program or its authorized representative (including an authorized contractor acting as a representative of the Program), upon presentation of his/her credentials,

1. Shall have a right of entry to, upon, or through any premises necessary to implement and enforce the provisions of this Act and the regulations promulgated hereunder, and

2. Shall have access to and the right to copy any records, inspect any monitoring or sampling equipment or method under Subsection (A) above, inspect any treatment processes or equipment, sample any effluents which are being discharged into LTBB Waters or are required to be or are sampled under Subsection (A), and perform any other inspection necessary to ensure compliance with this Act and the regulations promulgated hereunder. Such access and inspections shall be conducted at reasonable times, with or without notice, and shall be completed with reasonable promptness. Such access and inspections may be made at any time if the Program determines there is a threat of endangerment to the environment or public health.

Any records, reports or information obtained under this section shall, in the case of effluent data, be related to any applicable effluent limitations, toxic, pretreatment or new source performance standards.

C. Availability of Information to Public

1. Trade secrets. Any records, reports or other information obtained under this section shall be available to the public, except that upon a showing satisfactory to the Program by any person that records, reports or other information or any particular part thereof (other than effluent data) to which the Program has access under this section would, if made public, divulge methods or processes entitled to protection as trade secrets of such person, the Program shall consider such record, report or other information or portion thereof confidential, except that such material may be disclosed to other officers, employees or authorized representatives of the LTBB and of the United States concerned with carrying out this Act or when relevant to any proceeding under this Act. The Program shall deny claims of confidentiality for the name and address of any permit applicant or permittee; copies of permit applications and permits; inspection reports, and effluent data.

2. 2. Culturally sensitive information. Any information as to the location of LTBB waters used for traditional cultural practices, or other culturally sensitive information that LTBB or LTBB elders withhold from the general public for traditional or cultural reasons, shall be protected by the Program and shall not be made available to the public under any conditions, except that such information may be disclosed to other officers, employees or authorized representatives of the LTBB and of the United States concerned with carrying out this Act or when relevant to a proceeding under this Act, provided that such information continues to be protected from public disclosure.

D. Confidential Information

Any authorized representative of the Program (including an authorized contractor acting as a representative of the Program) who discloses confidential information, as defined in Paragraphs (C)(1) & (2) of this section or in other applicable tribal or federal statutes and regulations, including the LTBB Public Documents Statute and Regulations, in a manner

contrary to those provisions and laws, may be subject to dismissal, suspension, or other adverse personnel action. Any authorized representative of the Program (including an authorized contractor acting as a representative of the Program) who knowingly or willfully publishes, divulges, discloses, or makes known in any manner or to any extent not authorized by law any information that is required to be considered confidential under this subsection and subsection (C) or is otherwise exempt from public disclosure under applicable tribal or federal law shall be fined not more than $500. Nothing in this subsection shall prohibit the Program or an authorized representative of the Program (including any authorized contractor acting as a representative of the Program) from disclosing records, reports, or information to officers, employees, or authorized representatives of the United States concerned with carrying out this Act or when relevant in any proceeding under this Act; provided that such disclosure will be performed in compliance with the Tribal Public Documents Statute and applicable regulations. In any instance where the LTBB lacks jurisdiction over the person charged, the Program may refer the action to the appropriate U.S. EPA Regional Administrator and/or U.S. Department of Justice official.

(Source: WOS 2016-008, September 15, 2016, Section XLVIII)

4.1249 GENERAL ENFORCEMENT AUTHORITY

A. In General

Whenever, on the basis of any information available to the Program, the Program finds that any person (including the LTBB and any instrumentality of the LTBB, but only with regard to their role as a point or non-point source, industrial user of a publicly owned treatment works or a treatment works treating domestic sewage) has violated, or is in violation of, any requirement or prohibition of this Act, the regulations promulgated under this Act, or permits, orders, plans, programs or fees issued or developed pursuant to this Act, the Program may:

1. Issue and serve on such person a citation requiring such person to comply with such requirement or prohibition, including a citation requiring compliance on an emergency basis, pursuant to the provisions of this section;

2. Issue and serve on such person a citation imposing penalties, in accordance with this section and Section LI of this Act;

3. Request that the LTBB bring a civil action, including an action for injunctive relief, in accordance with Section L(A) of this Act; and/or

4. Request that the LTBB Prosecutor's Office bring a criminal action in accordance with Section L(B) of this Act, bring an action under the Clean Water Act, and/or refer any criminal enforcement action or portion of such action to the U.S. Environmental Protection Agency Regional Administrator for Region 5.

B. Requirements for Citations

1. A citation, including a penalty citation, issued under Paragraph (A)(1) or (2) of this section shall:

a. state with reasonable specificity the nature of the violation;

b. state that the alleged violator is entitled to a hearing in Tribal Court, if such hearing is requested in writing within 30 calendar days after the date of issuance of the citation; and

c. specify a time for compliance that the Program determines is as expeditious as practicable, taking into account the seriousness of the violation and any good faith efforts to comply with applicable requirements.

2. The citation shall become effective immediately upon the expiration of 30 calendar days after the date of issuance of the citation if no hearing is requested and, if a timely request for a hearing is made, upon the decision of the Court, except as provided under Subsection (C) for emergency citations.

3. The citation may be conditional and require a person to refrain from particular acts unless certain conditions are met.

4. If appropriate, a copy of the citation shall be sent to U.S. EPA Region 5 and, if the citation is issued to a corporation, to the appropriate corporate officers and registered agent of the corporation.

5. No citation issued under this section shall prevent the LTBB from assessing any penalties or otherwise affect or limit the LTBB's authority to enforce under other provisions of this Act, or affect any person's obligations to comply with any section of this Act or with a term or condition of any permit or other requirements promulgated or approved under this Act.

C. Emergency Situations

1. Notwithstanding any permit issued under this Act, if the Program determines that discharge of pollutants into LTBB Waters or into a POTW or a treatment works treating domestic sewage, or that pollution from a non-point source, or a combination of such sources, is presenting an imminent and substantial endangerment to public health or welfare or the environment and determines, in consultation with the General Counsel, that it is not practicable to assure prompt protection of public health or welfare or the environment by commencement of a civil action pursuant to Subsection (E) of this section, the Program may issue an emergency citation to protect public health or welfare or the environment.

2. An emergency citation may prohibit, restrict or condition any and all activities that contribute or may contribute to the emergency, shall be effective immediately upon issuance and shall remain in effect for a period of not more than 60 calendar days, unless the Program brings an action pursuant to Subsection (E) of this section within the 60-day period. If the Program brings such an action, the citation shall remain in effect for an additional 14 calendar days or for such longer period as may be authorized by the court in which such action is brought.

3. Any person subject to an emergency citation may file with the Tribal Court, with a copy provided to the Program, a written request for a hearing on the citation within 30 calendar days of issuance of the citation. If a timely request for

a hearing is not made the citation shall be final and not subject to judicial review. The request for a hearing may be combined with a request for a stay pending the outcome of the hearing. The Tribal Court shall grant or deny the request for a stay within five business days of receipt of the request.

D. Enforcement of Citations and Orders

Citations and orders, including emergency and penalty citations and orders, may be enforced by the LTBB Natural Resources Department Conservation Enforcement Division, the LTBB Prosecutors Office, and the Law Enforcement Division. Those authorized to enforce the Program's actions may take reasonable steps to assure compliance, consistent with the requirements established by this Act (including rights of appeal), including but not limited to:

1. Entering upon any property or establishment believed to be violating the citation or order and demanding compliance; and

2. Terminating operations at facilities not in compliance.

E. Injunction Relief

The Program may seek injunctive relief pursuant to Section L(A) of this Act to restrain any person who causes or contributes to an imminent and substantial threat to the public health or welfare or environment due to a discharge or other activity affecting the quality of LTBB Waters.

(Source: WOS 2016-008, September 15, 2016, Section XLIX)

4.1250 JUDICIAL ENFORCEMENT

A. Civil Judicial Enforcement

The Program may request that the LTBB file an action for a temporary restraining order, a preliminary injunction, a permanent injunction or any other relief provided by

law, including the assessment and recovery of civil penalties of not less than $500 and not more than $25,000 per day per violation, in any of the following instances:

1. Whenever a person has violated, or is in violation of, any provision, requirement or prohibition of this Act, including, but not limited to, a regulation or plan adopted pursuant to this Act, a permit or an order issued pursuant to this Act or a fee assessed under this Act;

2. Whenever a person has violated, or is in violation of, any duty to allow or carry out inspection, entry or monitoring activities; or

3. Whenever a person is creating an imminent and substantial endangerment to the public health or the environment, in which case the Program shall request the LTBB to pursue injunctive relief but not the assessment of civil penalties, unless the endangerment is caused by a violation, as specified in Paragraphs (1) & (2).

B. Criminal Penalties

Any person who intentionally:

1. Violates any provision, requirement or prohibition of this Act, including but not limited to a regulation or plan adopted pursuant to this Act or a permit, citation, or order issued pursuant to this Act;

2. Makes any false material statement, representation or certification in, or omits material from, or alters, conceals or fails to file or maintain any notice, application, record, report, plan or other document required to be filed or maintained pursuant to this Act, regulations or plans adopted pursuant to this Act or a permit, citation, or order issued pursuant to this Act; or

3. Falsifies, tampers with, renders inaccurate or fails to install any monitoring device or method required to be maintained or followed under this Act, regulations or plans adopted pursuant to this Act or a permit, citation, or

order issued pursuant to this Act;

shall, upon conviction, be punished by a fine of not less than $500 and not more than $5,000 per day of violation or imprisonment for not more than one year, or both, or such greater amounts and lengths of time as may be permissible under applicable law, or be subject to any other penalty imposed by the court that is available under LTBB law. In any instance where LTBB lacks jurisdiction over the person charged, or where the Program is limited in the amount of the fine that he may impose, the Program may refer the action to the U.S. EPA Regional Administrator for Region 5, pursuant to Section XLIX(A)(4) of this Act, for criminal prosecution in federal court. For the purpose of this subsection, the term "person" includes, in addition to the entities referred to in Section III(A)(27) of this Act, any responsible corporate officer.

C. Jurisdictional and Venue of Tribal Court

Any action under this section shall be brought in the LTBB Tribal Court, and such court shall have jurisdiction to restrain such violation, require compliance, assess civil and criminal penalties up to the amounts provided in this section, collect any fees or noncompliance penalties owed the LTBB under this Act, and award any other appropriate relief.

D. Calculation of Penalties

1. For purposes of determining the number of days of violation for which a civil penalty may be assessed under this section or Section LI, if the Program has notified the source in writing of the violation and the plaintiff makes a prima facie showing that the conduct or events giving rise to the violation are likely to have continued or recurred past the date of notice, the days of violation shall be presumed to include the date of such notice and each day thereafter until the violator establishes that continuous compliance has been achieved, except to the extent that the violator can prove by a preponderance of the evidence that there were intervening days during which no violation occurred or that the violation was not continuing in nature. Notice under this section shall be accomplished by the issuance of a written notice of violation or written order to comply or by filing a complaint in the Tribal Court that alleges any violation described in Subsection

(A) of this section.

2. In determining the amount of a penalty assessed under this section or Section LI, the following factors shall be considered: the history, seriousness and duration of the violation; any good faith efforts to comply with the applicable requirements; the violator's full compliance history, including the severity and duration of past violations, if any; the economic impact of the penalty on the violator; as an aggravating factor only, the economic benefit, if any, resulting from the violation; and any other factors that the court deems relevant.

3. In lieu of or in addition to a monetary penalty, the Program may impose or may request the LTBB to seek from the court a requirement to remediate the damage caused or to perform community service, or both.

E. Failure to Pay Penalty

If any person fails to pay a civil penalty, the Program shall request the LTBB to bring a civil action in the Tribal Court to enforce the penalty order or recover the amount ordered or assessed plus interest, from the date of the final order or decision or the date of the final judgment, as the case may be. In such an action the validity, amount and appropriateness of the order or the amount of the penalty shall not be subject to review. Any person who fails to pay on a timely basis a civil penalty ordered or assessed under this section shall be required to pay, in addition to such penalty and interest, the enforcement expenses, including but not limited to attorneys' fees and costs of collection proceedings. Such person shall also pay a quarterly nonpayment penalty for each quarter during which such failure to pay persists. The nonpayment penalty shall be no less than ten percent of the aggregate amount of the person's outstanding penalties and nonpayment penalties accrued as of the beginning of the quarter; the Program may by regulation establish higher penalties to take into account situations where the prime rate is higher.

F. Seizure of Property

Any officer authorized pursuant to Section XLIX(D) to enforce citations or orders under this Act may seize the property of any person who commits and is charged with a

violation of any of the provisions of this Act, the regulations promulgated hereunder, and permits, citations and orders issued hereunder, if such property is located within the Reservation. Such property shall be seized as security for the payment of any civil or criminal penalties or damages and is subject to forfeiture to LTBB to accomplish such payment.

(Source: WOS 2016-008, September 15, 2016, Section L)

4.1251 ADMINISTRATIVE ASSESSMENT OF PENALTIES

A. Basis for Penalty Citation

The Program may issue against any person a penalty citation assessing a civil administrative penalty of up to $10,000 per day per violation whenever the Program finds that a person has violated, or is in violation of, any provision, requirement or prohibition of this Act, including, but not limited to, a regulation or plan adopted pursuant to this Act, a permit, citation or order issued pursuant to this Act, or a fee assessed under this Act. The Program's authority under this subsection, combined with actions under Subsection (C), shall be limited to matters where the total penalty sought does not exceed $100,000 and the first alleged date of violation occurred no more than one year prior to the initiation of administrative action, except where the Program and the General Counsel jointly determine that a matter involving a larger penalty or longer period of violation is appropriate for administrative penalty action. The communications required to make such a joint determination and the method(s) utilized for making such a joint determination shall be privileged and shall not be subject to judicial review. The Program may compromise, modify or remit, with or without any conditions, any administrative penalty imposed under this section.

B. Hearing Requirement

The Program shall assess an administrative penalty under this section by issuing a citation pursuant to Section XLIX(B) of this Act. Before issuing a penalty citation, the Program shall give written notice of the proposed citation to the person on whom the

penalty is to be assessed and provide such person an opportunity to request a hearing within 30 calendar days of receipt of the notice.

C. Failure to Pay Penalty

If any person fails to comply with a penalty citation after the citation has become final, the Program shall request the LTBB to bring a civil action in the Tribal Court to enforce the citation or recover the amount ordered or assessed plus interest, from the date of the final citation or decision or the date of the final judgment, as the case may be. In such an action the validity, amount and appropriateness of the citation or penalty assessment shall not be subject to review. Any person who fails to pay on a timely basis a civil penalty ordered or assessed under this section shall be required to pay, in addition to such penalty and interest, the enforcement expenses, including but not limited to attorneys' fees and costs of collection proceedings. Such person shall also pay a quarterly nonpayment penalty for each quarter during which such failure to pay persists. The nonpayment penalty shall be no less than 10 percent of the aggregate amount of the person's outstanding penalties and nonpayment penalties accrued as of the beginning of the quarter; the Program may by regulation establish higher penalties to take into account situations where the prime rate is higher.

D. Calculation of Penalty

In determining the amount of any penalty to be assessed under this section, the Program or the court, as appropriate, shall take into consideration the factors enumerated in Section L(D) of this Act.

(Source: WOS 2016-008, September 15, 2016, Section LI)

PART 11. RULEMAKING AND JUDICIAL REVIEW

4.1252 RULEMAKING

A. Public Notice and Comment

Notice of any proposed regulation shall be published in a newspaper of general circulation on the Reservation and shall be posted on the LTBB website for seven working days. The notice shall specify the period available for public comment, which must be at least 30 calendar days, and the date, time and place of any public hearing, and shall state how the public may review and obtain a copy of the proposed regulation. Not later than the date of proposal of the regulation in question the Program shall establish a rulemaking docket and shall make the docket available to the public for inspection and copying during regular business hours. The Program shall allow any person to submit written comments, data or documentary information; shall in addition give interested persons an opportunity to present orally at a public hearing, in Anishinaabemowin or English, their views, data or arguments; and shall keep the rulemaking record open for at least ten calendar days after the public hearing to provide an opportunity for submission of rebuttal and supplementary information.

B. Final Rule

The final regulation shall be based on the record of the rulemaking proceeding contained in the docket, and shall be accompanied by an explanation of the reasons for any major changes from the proposed regulation and a response to each of the significant comments submitted in written or oral presentations during the comment period. The final regulation shall become effective upon approval by the Natural Resources Commission and the Tribal Council, except that if the Tribal Council takes no action within 30 days the regulation shall be deemed approved, pursuant to the LTBB Administrative Procedures Act. The final regulation, together with significant comments and the responses, shall be published on the LTBB website within seven working days after approval of the regulation, express or implied, by the Tribal Council.

(Source: WOS 2016-008, September 15, 2016, Section LII)

4.1253 REVIEW IN TRIBAL COURT

A. Petitions for Review of Final Actions of the Program

Anyone seeking to challenge a final action taken by the Program under this Act must file a petition for review of the action in Tribal Court. If the challenge is to a regulation, the petition shall be filed within 60 calendar days from the date of the regulation's approval by the Tribal Council, pursuant to Section LII(B). Challenges to a permit decision must be filed within 60 calendar days of the date of issuance of a final decision by the EAB. Permitting decisions that have not been appealed to the EAB will not be reviewed by the Tribal Court. For challenges to any other type of final action, the petition shall be filed within 60 calendar days from the date that notice of such final action is first published or, if notice is not published, first served upon the alleged violator or such other person required to be served under this Act, except that if the petition is based solely on grounds arising after the sixtieth day, then the petition shall be filed within 60 calendar days after such grounds arise. The Tribal Court, in reviewing the final action, shall limit its review to the issues and evidence that were before the Program at the time of the final action from which the appeal is taken.

B. Review of Regulations

With respect to any regulations promulgated under this Act or other notice and comment actions taken pursuant to this Act, only an objection that was raised with reasonable specificity during the public comment period may be raised during judicial review. If the person raising an objection can demonstrate to the Program that it was impracticable to raise the objection within such time or if the grounds for the objection arose after the public comment period (but within the time specified for judicial review), and if the objection is of central relevance to the outcome of the regulation or other action, the person may request the Program to reconsider the regulation or other notice-and-comment action and the Program may convene a proceeding for reconsideration of the regulation or other action and provide the same procedural rights as would have been afforded had the information been available at the time the regulation or other action was proposed. If the Program declines to convene such a proceeding, the person may seek review of such refusal in the Tribal Court. Such reconsideration shall not postpone the effectiveness of the regulation or other action, although its effectiveness may be stayed by the Program or the court for up to three months.

C. Other Limitations on Review

1. If judicial review of a final action of the Program could have been obtained under subsection (A) of this section that action shall not be subject to judicial review in judicial proceedings for enforcement.

2. Review of citations may be obtained only if a hearing was requested pursuant to Subsections XLIX(B) or (C) and LI(B). In that case a petition for review shall be brought in the Tribal Appellate Court.

3. Except as otherwise expressly allowed by LTBB law, no interlocutory appeals shall be permitted with regard to determinations made by the Program under this Act. In reviewing alleged procedural errors, the court may invalidate the regulation or other action only if the errors were so serious and related to matters of such central relevance to the regulation or permitting action that there is a substantial likelihood that the regulation or other action would have been significantly changed if such errors had not been made.

D. Standards for Review

In reviewing any final action of the Program or determination by the EAB undertaken pursuant to this Act, the court may reverse any such action that it finds to be:

1. Arbitrary, capricious, an abuse of discretion or otherwise not in accordance with the law;

2. In excess of statutory jurisdiction, authority, or limitations or short of statutory right;

3. Without observance of procedure required by law; o

4. Unsupported by substantial evidence.

E. Relief Available

In any action brought pursuant to the provisions of this section, relief shall be limited to declaratory relief and the Court shall have no jurisdiction to grant any other relief.

(Source: WOS 2016-008, September, 15, 2016, Section LIII)

4.1254 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2016-008, September, 15, 2016, Section LIV)

4.1255 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2016-006, September 15, 2016, Section LV)

TITLE V. CHILD WELFARE

Chapter 1. Child Protection Statute

5.101 CHILDREN'S COURT DIVISION

A. While proceeding under this Statute, the Court shall be termed the Children's Court Division of the Little Traverse Bay Bands of Odawa Indians Tribal Court.

B. Proceedings under this statute shall be open to the public, unless the Court, on motion of a party, closes the proceedings to the public during the testimony of a child based on the nature of the proceedings, the age, maturity, and preference of the child witness. At any time during a proceeding or in the record, where testimony is being taking or evidence is being offered regarding a child who is a victim of a sexual offense or alleged sexual offense, that portion of the proceeding or record shall only be open to the direct parties involved in the proceedings and their legal representatives.

(Source: WOS 2015-006, March 19, 2015, Section I)

C. This Statute repeals and replaces any previous Child Welfare Code, including Waganakising Odawak Statute 1998016, and Waganakising Odawak Statute 2006-018 as amended.

(Source: WOS 2012-010, August 5, 2012, Section I)

5.102 PURPOSE

A. Children are the Tribe's most vital and cherished resource. The Tribe's future depends on the health and well-being of its children. Children have a sacred right to receive the care and guidance necessary for their spiritual, emotional, mental and physical development. Feeling pride from their identity as Odawak will help them grow into strong, healthy responsible adult Tribal Citizens.

B. The purpose of this Statute is to ensure that children receive their rightful care, and to protect them from abuse and neglect, by helping and treating families, and placing children out-of-home when necessary for their care. Specifically:

1. To protect the rights and interests of children by proceeding with a course of action that will provide for their welfare, care and protection;

2. To preserve the unity of the family by separating the children from their parents and siblings, only as a course of last resort;

3. To take action that will best meet the spiritual, emotional, mental, and physical needs of the Children, and preserve the interest and culture of the Tribe;

4. To recognize and acknowledge the Tribal customs and practices of;

5. To preserve and strengthen children's cultural ethnic identity whenever possible;

6. To provide procedures for intervention in state court proceedings involving Indian children and for the transfer of jurisdiction over Indian children from state and other Tribal courts to the Little Traverse Bay Bands of Odawa Indians Tribal Court;

7. To secure the rights of and ensure fairness to the children, their custodians, and other parties who come before the Court under the provisions of this Statute;

8. To provide a continuum of services for children and their families from prevention to residential treatment, with emphasis whenever possible on prevention, early intervention and community based alternatives; and

9. To transfer appropriate cases to any traditional or alternative dispute resolution body created by the Tribe.

(Source: WOS 2012-010, August 5, 2012, Section II)

5.103 CHARACTER INVESTIGATIONS

Pursuant to the Indian Child Protection and Family Prevention Act, 25 U.S.C. § 3207, Tribal employees or prospective employees whose duties involve regular contact with, or control over, Indian children must meet minimum standards for such employment. The Tribe shall conduct an investigation of the character of each individual so employed or under consideration for such employment. The minimum standards of character that are to be prescribed under this Section shall ensure that none of the individuals so employed or considered for employment have been found guilty of, or entered a plea of nolo contendere or guilty to, any felonious offense, or any of two or more misdemeanor offenses, under Federal, State, or tribal law involving crimes of violence; sexual assault, molestation, exploitation, contact or prostitution; crimes against persons; or

offenses committed against children.

(Source: WOS 2012-010, August 5, 2012, Section III)

5.104 DEFINITIONS

For the purposes of this Statute only, the words and phrases shall have the meanings delineated below. The plural encompasses the singular, and the singular encompasses the plural wherever appropriate.

A. "Abandon" means: When the parent leaves a child without communication or fails to support the child and there is no indication of the parent's willingness to assume their parental role for a period exceeding six (6) months.

B. "Adult" means: A person eighteen (18) years of age or older or otherwise emancipated by order of a Court of competent jurisdiction.

C. "Active Efforts" means: Exhaustive proactive assistance to custodians in developing and completing service goals.

D. "Best Interests of the Child" means: As used in this statute, means the sum total of the following factors to be considered, evaluated, and determined by the Court:

1. The love, affection, and other emotional ties existing between the parties involved and the child;

2. The capacity and disposition of the parties involved to give the child love, affection, and guidance and to continue the education and rearing of the child in his or her religion or creed, if any;

3. The capacity and disposition of the parties involved to provide the child with food, clothing, medical care or other remedial care recognized and permitted under the laws of the Tribe in place of medical care, and other material needs;

4. The length of time the child has lived in a stable, satisfactory environment, and the desirability of maintaining continuity;

5. The permanence, as a family unit, of the existing or proposed custodial home or homes;

6. The moral fitness of the parties involved;

7. The mental and physical health of the parties involved;

8. The home, school, and community record of the child;

9. The reasonable preference of the child, if the Court considers the child to be of sufficient age to express preference;

10. The willingness and ability of each of the parties to facilitate and encourage a close and continuing parent-child relationship between the child and the other parent or the child and the parents;

11. Domestic violence, regardless of whether the violence was directed against or witnessed by the child; and

12. Any other factor considered by the Court to be relevant.

E. "Best Interest of the Tribe" mean: Is to protect the best interests of Indian children and to promote the stability and security of Indian Tribes and families.

F. "Child" mean: Any unmarried person who is less than eighteen (18) years of age, and has not been emancipated by order of a court of competent jurisdiction, or a person who is eighteen (18) years of age, but remains under the continuing jurisdiction of the Court.

G. "Child in need of care" means: A child:

1. Who has no custodian available and willing to care for him/her;

2. Who has suffered or is likely to suffer a physical injury through the intentional acts or negligence of the custodian;

3. Whose custodian has not, for reasons other than poverty, provided adequate food, clothing, shelter, medical care, education, or supervision necessary for his/her health and well-being. The fact that one of the custodians is providing adequate food, clothing, shelter, medical care, education, or supervision necessary for the health and well-being of a child, does not excuse the neglect of the offending custodian;

4. Who has been sexually abused or exploited by a custodian either intentionally, or negligently;

5. Whose parent had the opportunity to prevent physical injury or physical or sexual abuse, failed to do so;

6. Who has committed delinquent acts as a result of parental pressure, guidance, approval or failure to properly supervise;

7. Who has been emotionally and/or psychologically abused or neglected by their custodian;

8. Who is born addicted to alcohol or exposed to a controlled substance, which has resulted in physical and/or mental harm to the child;

10. Whose custodial parent or parent exercising visitation rights is being charged with or has been convicted of a violent or criminal sexual crime;

11. Whose custodial parent or parent exercising visitation rights is being charged with or has been convicted of a crime that demonstrates the parent's unfitness to adequately parent the child;

12. Who has a parent whose parental rights to one or more siblings of the child have been terminated due to serious and chronic neglect or physical or sexual abuse;

13. Who is found under conditions that would support grounds for involuntary termination of parental rights found in Section XXIV;

14. Who is a court ward less than twenty years of age, in foster care, and who is a full time high school student or actively pursuing a GED.

15. Who, is exposed to an environment where adults are manufacturing, selling, or illegally using a controlled substance.

16. Who is exposed to an environment where adults are manufacturing, selling or using hazardous materials in a manner that puts the child's safety at risk.

17. Whose drug, alcohol or substance abuse creates an unreasonable risk of harm to the child.

H. "Child Welfare Commission" means: The Commission created by Statute and appointed by the Tribal Council to protect and promote the welfare of Tribal children, families and the best interest of the Tribe.

I. "Children's Court" means: The Little Traverse Bay Bands of Odawa Indians Tribal Court, when exercising jurisdiction under this Statute, abbreviated in this Statute as "the Court."

J. "Children's Court Judge" means: Any duly appointed judge of the Little Traverse Bay Bands of Odawa Indians Tribal Court when exercising jurisdiction under this Statute.

K. "Commit" means to transfer legal custody.

L. "Conservator" means: A person appointed by a court to manage the estate and financial affairs of a minor or someone who is legally incapable of doing so.

M. "Controlled Substance" means: Any substance defined or described as such in LTBB law or not inconsistent with LTBB law in the Uniform Controlled Substances Act, 21 U.S.C. § 812, as amended.

N. "Custodian" means: A parent, legal guardian, or other person with legal custody of a child.

O. "Department" means: The Human Services Department of the Little Traverse Bay Bands of Odawa Indians.

P. "Domicile" means: A person's permanent home, legal home, or main residence where they physically reside or intend to return. The domicile of a child is generally that of the custodial parent, guardian or custodian.

Q. "Extended Family" means: A person who is the child's grandparent, great aunt or uncle, aunt or uncle, brother or sister, step-brother or step-sister, brother-in-law or sister-in-law, niece or nephew, first or second cousin, or step parent, or other individual considered part of the child's extended family by Tribal tradition and custom.

R. "Father" means:

1. A man married to the mother at any time from a child's conception to the child's birth unless the child is determined not to be an issue of the marriage;

2. A man who legally adopts the child, or;

3. A man whose paternity is established in one of the following ways within time limits when applicable set by the Court pursuant to this Statute:

a. The man and the mother of the child acknowledge that he is the child's father in a writing executed and notarized and filed in the Court;

b. The man and the mother file a joint written request for a correction of the certificate of birth pertaining to the child that results in issuance of a substituted certificate recording the birth;

c. The man acknowledges the child, without the acknowledgment of the mother, with the approval of the Court; or

d. A man who by order of filiation or by judgment of paternity is determined to be the father of the child.

S. "Guardian" means: A person other than a parent assigned by a court of competent jurisdiction to exercise the duty and authority to provide care, and control of a child.

T. "Hazardous materials" means: Substances, natural or man-made, which are intrinsically dangerous or otherwise pose a safety hazard. Examples are materials which are explosive, poisonous, chemically active (including acids and other corrosives), radioactive, or biologically active (including human blood and other medical waste).

U. "Indian" means: Any enrolled or eligible citizen of a federally recognized Indian tribe, band, community, or Alaskan Native entity.

V. "Indian Child" means: Any child who is an enrolled or eligible citizen of a federally recognized Indian tribe, band, and community or Alaska Native entity.

W. "Indian Child Welfare Act or ICWA" means: The federal Indian Child Welfare Act of 1978, Pub. L. 95-608, codified at 25 U.S.C. §§ 1901-1963.

X. "Least Restrictive Alternative" means: The placement alternative which is the least restrictive method, in terms of restrictions to be placed upon the child and family, or obtaining the objectives of the Court and this Statute.

Y. "Parent" means: A mother, father, including a natural or adoptive parent, but does not include persons whose parental rights have been terminated, nor does it include the unwed father whose paternity has not been acknowledged or established

Z. "Parental Rights and Duties" means: Legal rights which include rights, responsibilities, duties and obligations between the parent and the child including, but not limited to:

1. Care, custody, maintenance, health and protection. A child has a right to call upon the parent to exercise those duties;

2. Advise the child. Law presumes that advice is given in good faith and in the best interest of the child;

3. Right to discipline. Parents may use discipline that is reasonable;

4. Control of education. Parents may choose where the child attends school;

5. Religious training. The religious training of the child, or lack of it, is a matter solely within the parent's control;

6. The right to a child's services and earnings. Parents have the fiduciary responsibility to act in good faith and in the best interest of the child; and

7. The right to direct the child's activities and make decisions regarding the child's care and control, education, health and religion.

AA. "Prosecutor" means: The person appointed by the Tribal Council who has the constitutionally derived power and authority to represent the Tribe in any and all child welfare proceedings before all courts, commissions or tribunals within the Tribe's jurisdiction, also know within this Statute as Tribal Presenting Officer.

BB. "Protective Services Worker" means: The protective service worker, social services worker, law enforcement personnel or any person who performs the duties and responsibilities as set forth in Sections X and XI of this Statute.

CC. "Reservation" means: All lands within the boundaries of the reservations for Little Traverse as set out in Article I, paragraphs third and fourth of the Treaty of 1855, 11 Stat. 621, plus any lands set out in Articles Second and Third of the Treaty of March 28, 1836, 7 Stat. 491, in the event that the 1836 reservation is determined to include lands which are not included within the 1855 reservation, plus any lands outside of those boundaries which are now or in the future declared to be Little Traverse reservation by the Department of the Interior.

DD. "Tribal Child" means: A person who is less than eighteen (18) years of age, has not been emancipated by a court of competent jurisdiction, and is either (1) a Tribal citizen or (2) eligible for citizenship in the Tribe under Article V, Subsection A of the LTBB Constitution.

EE. "Tribal Council" means: The Tribal Council of the Little Traverse Bay Bands of Odawa Indians.

FF. "Tribal Court" means: The Tribal Court of the Little Traverse Bay Bands of Odawa Indians.

GG. "Tribe, "Tribal" or "LTBB" means: The Little Traverse Bay Bands of Odawa Indians.

HH. "Tribal Presenting Officer" means: The Tribal Prosecutor serves as Tribal Presenting Officer to represent LTBB in Tribal Court proceedings under this Statute, and state court proceedings in accordance with this Statute and the ICWA.

(Source: WOS 2012-010, August 5, 2012, Section IV)

5.105 JURISDICTION

A. Jurisdiction of the Children's Court Division except as provided herein, the Children's Court Division of the Tribal Court shall have jurisdiction over the following persons in cases where it is alleged that a child is in need of care:

1. Any Indian child who is found or resides within the exterior boundaries of the Reservation;

2. Any child transferred to Tribal Court pursuant to the Indian Child Welfare Act;

3. Any child residing within Tribal Trust Lands;

4. The custodian of a child-in-need of care and to the extent legally permissible any other person who is alleged to have caused the child to become a child-in-need-of-care.

B. The Court shall have jurisdiction over voluntary guardianship appointments brought under

this Statute regardless of where the Tribal child is domiciled.

C. Jurisdiction once exercised by the Court is continuing and exclusive unless terminated by the Court.

D. Jurisdictional Procedures.

1. Child found or residing within Trust Lands. When a child is found or resides within Tribal Trust Lands the Tribe has original jurisdiction over all cases, and exclusive jurisdiction over Tribal children, so the Court may not defer to the jurisdiction of another Court unless it transfers jurisdiction over a non-Tribal child under Section VI.A

2. Tribal Child found or residing on the Tribal Reservation outside of Trust Lands. In accordance with the LTBB Constitution Tribal jurisdiction over Tribal children in need of care is exclusive within the exterior boundaries of the Reservation. Therefore, the Tribal Court shall accept transfer of all such cases that may have arisen in state court.

3. Indian Child from tribe other than LTBB found or residing on the Tribal Reservation outside of Trust Lands. The Court may exercise jurisdiction over non-LTBB Indian children found or residing outside of Trust Lands within the Reservation based on the following criteria:

a. The best interest of the child;

b. The best interest of the Tribe;

c. Availability of services for the children and their family; and

d. The prospects for permanent placement for the children.

4. Notification when taking jurisdiction over non-LTBB Indian Child. When the Court takes jurisdiction over an Indian child who is an enrolled or eligible citizen in a tribe other than LTBB, the Court shall provide notice to such tribe of the pending LTBB Court proceeding.

(Source: WOS 2012-010, August 5, 2012, Section V)

5.106 TRANSFER OF JURISDICTION

A. Transfer to State or Other Tribal Court. In any proceeding before the Children's Court, the Court may transfer the proceedings to an appropriate state Court, or another Tribal Court where the state or the other Tribal Court has a significant interest in the child, and the transfer would be in the best interest of the child and Tribe.

B. Transfer from Other Courts. Except as provided in Section V(D)(1), the Children's Court may accept or decline, under the procedures set forth in this Statute, transfers of cases that may fall under the purview of this Statute from federal, state or other Tribal courts.

D. Procedures for Intervention and Transfer from State Courts.

1. Receipt of Notice: The Tribal agency for service of notice of state court child custody proceedings, as required by the Indian Child Welfare Act, shall be the Tribal Prosecutor, and the appropriate federal official shall be so notified for the purpose of Federal Register publication.

2. Intervention: If the notice involves a Tribal child, the Tribal Prosecutor shall forthwith file a notice of intervention, or a motion to intervene if necessary, with the state court.

3. Investigation and Pre-Transfer Report: The Department shall conduct an investigation and provide a Pre-transfer report to the Child Welfare Commission and Prosecutor. The Commission shall provide its written recommendation with regard to transfer to the Department which will be placed in the official Department case file and be considered part of the Department record of the case.

4. Decision to Transfer: The Child Welfare Commission may make recommendations to the Tribal Prosecutor on whether the Tribe should petition for a transfer of proceedings from the state court, or not. The Child Welfare Commission's recommendation shall be

considered, but is not binding on the independent decision making process of the Tribal Prosecutor, and it is within the discretion of the prosecutor whether to present the Commission's written recommendations to the Court. The Child Welfare Commission in their recommendation, and Prosecutor in deciding whether to file a petition to transfer, shall consider these factors, and the petition shall include a statement of the evidence to be presented with regard to each of these criteria. The Court shall weigh these criteria in deciding whether to grant a transfer petition.

a. The best interest of the child;

b. The best interest of the Tribe;

c. Availability of services for the children and their family; and

d. The prospects for permanent placement for the children.

5. Petition for Transfer: The Tribal Prosecutor shall make the determination on whether to file a request for transfer in state court. Upon receipt of the state court's granting of the transfer request, the Tribal Prosecutor shall file a request to accept the transfer in the Tribal Court.

6. Acceptance of Transfer: The Children's Court has discretion whether to accept or deny the transfer of cases arising outside of the exterior boundaries of the reservation based on the criteria in subsection 4 above. The decision to accept or deny transfer shall include findings of fact based on the evidence presented for each of the four criteria.

7. Hearing/s:

a. The Tribal Court shall hold a hearing within fourteen (14) days of receipt of a petition to transfer from the Tribal Prosecutor.

b. Upon the receipt of the transfer of jurisdiction from state court, the Tribal Court shall hold appropriate hearings in accordance with this Statute.

E. Prior State Court Orders.

1. State Court Orders: State orders involving children over whom the Children's Court could take jurisdiction pursuant to this Statute may be recognized by the Children's Court only after the Children's Court finds:

a. The state court had jurisdiction over the child and subject matter;

b. The provisions of the Indian Child Welfare Act, 25 U.S.C. §§ 1901-1963, were properly followed;

c. The order was not obtained by fraud, duress, or coercion;

d. The order was obtained after fair notice and a fair hearing;

e. The state court proceeding is not repugnant to the public policy of the Tribe.

f. The order is final under the laws and procedures of the State court.

2. Court Orders of other Tribal Courts: Court orders of other Tribal courts involving children over whom the Children's Court may take jurisdiction shall be recognized by the Court if the Court has determined:

a. That the other Tribal Court exercised proper personal and subject matter jurisdiction over the parties; and

b. Due process was accorded to all interested parties participating in the other Tribal Court proceeding.

(Source: WOS 2012-010, August 5, 2012, Section VI)

5.107 PROCEDURES AND AUTHORIZATIONS

A. Rules of procedure. The procedures in the Children's Court shall be governed by the rules

of procedure for the Tribal Court which is not in conflict with this Statute.

B. Cooperation and Grants. The Children's Court is authorized to cooperate fully with any federal, state, tribal, public or private agency in order to participate in any foster care, shelter care, treatment or training program/s and to receive grants in aid to carry out the purposes of this Statute. This authority is subject to the approval of the Tribal Council, if it involves the expenditure of Tribal funds.

C. Social Services. The Department shall be the primary provider for child and family services and may utilize social services as may be furnished by any tribal, federal, or state agency provided that such services are economically administered without unnecessary duplication and expense.

D. The Tribe shall use its best efforts to develop protocols with appropriate courts and governmental agencies to involve the Department and Law Enforcement in the initial stages of investigation and provision of preventative or protective services involving Tribal children.

(Source: WOS 2012-010, August 5, 2012, Section VII)

5.108 COURT APPOINTED ATTORNEYS

A. Guardian Ad Litem. At any stage of the proceedings conducted under this Statute, the Children's Court may appoint a lawyer or advocate as guardian ad litem, for the child.

1. Role of the Guardian Ad Litem. The duty of the guardian ad litem is to represent the interests of the child.

2. Duties of the Guardian Ad Litem. The guardian ad litem shall perform the following duties:

a. Appear at all hearings to competently represent the interests of the child in proceedings before the Court;

b. Conduct an independent investigation, including interviewing the child, parents, social workers, school personnel, care providers, and other persons to

properly ascertain the facts and circumstances underlying the allegation that the child is in-need-of-care within the jurisdiction of the Court;

c. Ascertain the interests of the child, taking into consideration the child's wishes according to the competence and maturity of the child;

d. Provide a written report of findings and recommendations to the Court at each hearing held before the Court;

e. Urge that specific and clear orders are entered for evaluation, assessment, services and treatment for the child and his or her family;

f. Monitor implementation of case plans and disposition orders to determine whether services ordered by the Court are actually provided, are provided in a timely manner, and are accomplishing their desired goal;

g. Inform the Court if the services are not being made available to the child and/or family, if the family fails to take advantage of such services, or if such services are not achieving their purposes,

h. Identify the common interests among the parties and, to the extent possible, act as mediator to promote a cooperative resolution of the matter;

i. Consult with other professionals liberally in identifying the child's interests, current and future placements, and necessary services;

j. Advocate for the interests of the child in mental health, educational, juvenile justice, and other community systems when related to the circumstances causing the child to come within the jurisdiction of the Children's Court; and

k. Attend training programs as recommended and provided by the Court.

3. Confidentiality. All records, information, and reports prepared, acquired or received or reviewed by Guardians ad litem are confidential and shall only be disclosed or

dispersed pursuant to this Statute or other applicable Tribal law.

B. Court Appointed Attorney for a Parent. At any stage of the proceedings conducted under this Statute, the Children's Court may appoint a lawyer or advocate for a parent if the interests of justice require.

(Source: WOS 2012-010, August 5, 2012, Section VIII)

5.109 DUTY TO REPORT CHILD ABUSE AND NEGLECT

A. General Duty to Report. Any person who has a reasonable cause to suspect that a child is being abused or neglected shall immediately make a report to the Department or to the Tribal Law Enforcement. Any person so reporting may remain anonymous, unless such person is in a category listed in subsection (B) below.

B. Specific Duty to Report.

1. A physician, coroner, dentist, medical examiner, nurse, a person licensed to provide emergency medical care, community health representative, audiologist, psychologist, counselor/therapist, social worker, school administrator, school counselor or teacher, law enforcement officer, probation officer, duly regulated child care provider, or other persons whose job responsibilities involve direct interaction with children, who has reasonable cause to suspect that a child may be a child in need of care shall immediately make by phone or otherwise an oral report, or cause an oral report to be made, of the suspected condition to the Department, or Law Enforcement Department.

2. Within twenty four (24) hours after making an oral report the reporting person shall file a written report. Any person who has a specific duty to report under this Statute shall not be dismissed or otherwise penalized for making a report required by this Section or for cooperating in an investigation.

3. The Department may provide to any person making a report pursuant to this subsection (B) of the Department's determination of the report as founded or unfounded.

C. Immunity from Liability. All persons or agencies complying in good faith with the provisions of this Section shall be immune from civil liability and criminal prosecution.

D. Abrogation of Privilege. Any legally recognized privileged communication, except that between attorney and client, is abrogated and shall neither constitute grounds for excusing a report otherwise required to be made nor for excluding evidence in a civil child protective proceeding resulting from a report made pursuant to this Section.

E. Penalty for not Reporting. Any person mandated to report under subsection (B) above who knowingly fails to do so or willingly prevents someone else from doing so shall be subject to a civil infraction with a fine of up to $5,000.00. The Tribal Prosecutor shall be responsible for bringing enforcement actions under this Section.

F. Abuse and Neglect Reports. Persons mandated to report under this Section shall include the following information in their written report, if known:

1. Names, addresses, and tribal affiliation of the child and his/ her custodian;

2. The children's age;

3. The nature and content of the child's abuse or neglect;

4. Previous abuse or neglect of the child and/or siblings;

5. Name and address of the person alleged to be responsible for the child's abuse or neglect; and

6. Name and address of the person or agency making the report.

G. Medical Examinations. The Department may request a court order for a medical evaluation of a child pursuant to Section XXVII of this Statute. The Department shall have a medical evaluation done without a court order if the child's health is seriously endangered and a court order cannot be obtained.

1. When a child suspected of being a child in need of care is seen by a physician, the physician shall make the necessary examinations which may include physical examinations, X-rays, photographs, laboratory studies, and other pertinent studies.

2. The physician shall immediately report the results of the evaluation to the Department, Law Enforcement and the court, if requested to do so. The physician's written report shall contain a summary of the evaluation.

(Source: WOS 2012-010, August 5, 2012, Section IX)

5.110 PROTECTIVE SERVICES

A. The Department shall:

1. Receive from any source, oral or written, information regarding a child who may be a child in need of care.

2. Upon receipt of any report or information under subsection (1), within twenty four (24) hours initiate a prompt and thorough investigation which shall include a determination of the nature, extent, and course of any condition which is contrary to the child's best interest and the
name, age, and condition of other children in the home.

3. In conducting the investigation, the Department shall seek the assistance of and cooperate with law enforcement officials within twenty four (24) hours after becoming aware that one or more of the following conditions exist:

a. Abuse or neglect is the suspected cause of a child's death;

b. The child is the victim of suspected sexual abuse or sexual exploitation;

c. Abuse or neglect resulting in severe physical injury to the child that requires medical treatment or hospitalization. For purposes of this subsection, “severe physical injury” means brain damage, skull or bone fracture, subdural hematoma,

dislocation, sprains, internal injuries, poisoning, burns, scalds, severe cuts, or any other physical injury that seriously impairs the health or physical well-being of a child;

d. Law enforcement intervention is necessary for the protection of the child, the protective service worker, or another person involved in the investigation; or

e. The alleged perpetrator of the child's injury is not a person responsible for the child's health or welfare.

4. Schools and other institutions shall cooperate with the Department during an investigation of a report of child abuse or neglect pursuant to Section 552a of title 5, the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. §1232g):

a. Examinations and Interviews. Photographs, medical examinations, psychological examinations, and interviews of an Indian child alleged to have been subject to abuse or neglect in Indian country shall be allowed without parental consent if the Department or Tribal Law Enforcement officials have reason to believe the child has been subject to abuse.

b. Interviews by Law Enforcement and Child Protective Officials. In any case in Tribal Law Enforcement or the Department have reason to believe that an Indian child has been subject to abuse or neglect in Indian country, the officials of those departments shall be allowed to interview the child without first obtaining the consent of the parent, guardian, or legal custodian. The parent, guardian, or legal custodian shall be provided notice of the contact with the child as soon as reasonably possible.

c. Protection of Child. Examinations and interviews of a child who may have been the subject of abuse shall be conducted under such circumstances and with such safeguards as are designed to minimize additional trauma to the child and, where time permits, shall be conducted with the advice, or under the guidance, of a Tribal or inter-agency multi-disciplinary team.

d. Cooperation; Information Sharing. All tribal departments, agencies and programs shall cooperate with Tribal social services in investigations of a report of child abuse or neglect. This includes the sharing of information without the need of signed releases for the development of case service plans and monitoring compliance with such plans.

5. Take a child into temporary custody if necessary pursuant to Section XI. Law enforcement officials shall cooperate with the Department to remove a child from the custody of his parents, guardian or custodian when necessary.

6. After investigation, evaluate and assess the home environment of the children in the home and the risk to such children if they continue to be subjected to the existing home environment, and all other facts or matters found to be pertinent.

7. Substantiate whether there is probable cause to believe that the child is a child in need of care.

8. Offer to the family of any child found to be a child in need of care, appropriate services which may include, but shall not be restricted to, prevention services, and document such offer/s.

9. Within thirty (30) days after a referral of a potential child in need of care, submit a written report which shall be included in the records maintained by the Department and shall include a determination as to whether the report is substantiated or unsubstantiated. Upon completion of the investigation by Tribal Law Enforcement or the Department, they may inform the person who made the report as to the disposition of the report.

B. Cooperation from Law Enforcement. Law Enforcement shall cooperate with the Department in conducting investigations pursuant to this Section.

C. Limitations of Authority; Duty to Inform. Before offering protective services to a family, a Department worker shall inform the family that he/she has no legal authority to compel the family to receive such services. If the family declines the offered services, the worker may request authorization to initiate a child protection petition in the Children's Court. Nothing in this Section

limits the authority of the Department to act in emergency situations pursuant to Section XI or to obtain a medical evaluation of the child pursuant to Section XXVII.

(Source: WOS 2012-010, August 5, 2012, Section X)

5.111 INVESTIGATION AND EMERGENCY REMOVAL

A. Investigative Orders; Orders for examination. Upon a showing of probable cause to believe that a child is a child in need of care, which may be done ex parte, the Court may order further investigation and discovery, including but not limited to taking of photographs, gathering physical evidence, and examinations or evaluations of a child, and custodian, by a physician, dentist, psychologist, or psychiatrist.

B. Authority to Remove. Upon application by any person which may be ex parte, if the Court finds probable cause to believe the child is a child in need of care and that the conditions in which the child is found present a substantial risk of harm to the child's life, physical health or mental well-being the Court may order the child be taken into custody. The Court may include in such an order:

1. An authorization to enter specified premises to remove the child; and

2. A directive to place the child in protective custody pending a preliminary hearing.

C. Emergency Removal without a court order. A child may be taken into protective custody without a Court order by a law enforcement officer or the Tribe's protective services worker if such person has probable cause to believe the child is a child in need of care, and

1. Failure to remove the child may result in a substantial risk of death, serious injury, or serious emotional harm; or

2. The custodian is absent and it appears, from the circumstances, that the child is unable to provide for his/her own basic necessities of life, and no satisfactory arrangements have been made by the custodian to provide for such necessities and no alternative arrangements except removal are available to protect the child.

(Source: WOS 2012-010, August 5, 2012, Section XI)

5.112 NOTICE OF REMOVAL

A. Notice to the Children's Court. After a child is removed from his/her home the person who removed the child shall attempt to contact the Children's Court within six (6) hours. The attempt to contact the Court shall be documented. Actual notice to the Court shall be made by the removing person, no later than 12:00 PM of the next working day.

B. Notice to the Custodian. The person removing the child shall make reasonable efforts to notify the custodian within 12 hours of the child's removal. Reasonable efforts shall include personal, telephone and written contacts at their residence, place of employment, or other location where the custodian is known to frequent with regularity. If the custodian cannot be found, notice shall be given to members of the extended family of the custodian and/or the extended family of the child. Said notice shall advise the custodian of their rights under this Statute.

C. Notice to Indian child's tribe if different from LTBB. If the Children's Court asserts jurisdiction over a person who is a citizen of an Indian tribe other than the Little Traverse Bay Bands of Odawa Indians, the Tribal Court shall notify the court of the other tribe that jurisdiction has been asserted over a child enrolled in their tribe.

(Source: WOS 2012-010, August 5, 2012, Section XII)

5.113 PLACEMENT OF CHILDREN

A. Placement Priorities. A child shall be placed in the following placements listed in order of preference, except the order of preference may be modified to meet special needs of the child:

1. Members of the child's Tribal extended family;

2. Members of the child's non-Tribal extended family;

3. An Indian family of the same tribe as the child;

4. An Indian family otherwise authorized by law to provide care for the child;

5. A home licensed by LTBB;

6. An Indian tribal facility;

7. A facility operated by a licensed child welfare services agency; or

8. Any other suitable placement which meets the needs of the child.

(Source: WOS 2012-010, August 5, 2012, Section XIII)

5.114 DELEGATIONS OF PARENTAL AUTHORITY

A. Fiduciary Duty. All persons acting under a power of attorney, limited guardians, guardians, conservators and any person or agency appointed to act on behalf of a minor under this Statute acts in a fiduciary capacity. As a fiduciary, one owes a duty to act in the best interest of the minor, exercising sound judgment and avoiding conflicts of interest. Any person acting under power of attorney, limited guardian, guardian, or conservator, breaching his/her fiduciary duty will be liable for any damages resulting from such breach.

B. Power of Attorney. A parent, legal custodian, or by a properly executed power of attorney, may delegate any powers of a parent regarding the care, custody and property of a minor child to another person. Said powers include but are not limited to the following: the consent to admission to a hospital or school, consent to secure routine dental care, non-surgical medical care and emergency dental, medical or surgical treatment. The delegation does not include power to consent to marriage, non-emergency elective surgery or adoption. The delegation shall be valid for six (6) months from the date of execution and may be revoked in writing, at any time by the person or agency delegating the power. A person acting under a power of attorney may be referred to as an "attorney in fact", "agent" or "power of attorney." The delegation is renewable upon the re-execution of the document.

C. Voluntary Guardianship.

1. Establishment. The Court may establish a voluntary guardianship upon petition of the custodial parent(s) only, under such terms and conditions as the Court sets forth in the written order. An order granting a voluntary guardianship shall set forth provisions regarding visitation, support, duration, or any other condition related to the child's care. The Court shall hold a hearing on the petition within thirty days of receipt of the petition.

2. Annual reports. Voluntary guardians shall file an annual report to the Court providing an update on the condition of the ward and an accounting of funds collected and funds expended on behalf of the ward. The reports shall be available for review by interested parties.

3. Annual Review. Voluntary guardians shall schedule annual review hearings in conjunction with the filing of annual reports. Any interested party may request additional hearings.

4. Resignation. Any voluntary guardian who wishes to resign, may petition the Court setting forth the reasons for the request. The Court shall review a final accounting prepared by the voluntary guardian. If the Court is satisfied, it may accept the resignation, and discharge the voluntary guardian. The voluntary guardian remains liable for all matters occurring from the time of appointment to the time of discharge.

5. Termination. The parties to the guardianship may file a petition for termination of the guardianship. The Court must hold a hearing within 30 days of receipt of the petition to terminate the guardianship to determine whether termination of the guardianship is appropriate.

6. Appointment of Successor. Within 30 days of the removal, death, or resignation of a voluntary guardian the Court shall appoint a successor following the same criteria provided for in the original appointment.

C. Full Guardianship

1. Purpose. The Children's Court may appoint guardians for children under the Court's jurisdiction. Unless otherwise specified by the Court, a guardian appointed shall be responsible for the care, custody and education of the child until such child arrives at the age of eighteen (18) years, dies, is emancipated by the Court, or until the guardian is legally discharged.

2. Grounds. The Court may appoint a guardian for a child if parental rights of both parents or of the surviving parent, have been terminated or suspended by prior Court order, by judgment of divorce or separate maintenance, by death, by judicial determination of mental incompetence, by disappearance, abandonment, or by confinement in a place of detention.

3. Who may file. The Department, the proposed guardian the child if at least fourteen (14) years of age, or a child's guardian ad litem may file a petition for full guardianship.

4. Notice and hearing. Upon receipt of a petition for full guardianship the Court shall:

a. Transmit a copy of the petition to the Department with a written request to the Department for a full guardianship assessment;

b. The Department shall complete the assessment within twenty days of receipt of the request;

c. The court shall hold a hearing on the petition within fourteen days of receipt of the assessment from the Department.

5. Contents of Petition. The petition for full guardianship shall include the following to the best of the petitioner's knowledge, information and belief:

a. The full name, sex, date and place of birth, residence and tribal affiliation of the proposed ward;

b. The full name, address, tribal affiliation, relationship, if any, to the minor, of the petitioner, and the petitioner's interest in the proceeding;

c. The names and addresses of the minor's parents, if living, and other persons known to have an interest in the petition for the appointment of a full guardian; the name and date of death of the minor's deceased parent or parents, if applicable;

d. The basis for the Court's jurisdiction;

e. The name and address of the person or agency having legal or temporary custody of the proposed ward;

f. A statement of the reason that the appointment of a full guardian is sought and whom the petitioner recommends to have appointed as full guardian; and

g. A full description and statement of value of the minor's assets and liabilities with an estimate of the value of any property owned, possessed, or in which the proposed ward has an interest, including any income and accounts receivable to which the proposed ward is entitled.

h. Any petition brought pursuant to this Section shall be signed and dated by the petitioner.

6. Full Guardianship Assessment. Upon the filing of a full guardianship petition, the Court shall immediately request that the Department submit a full guardianship assessment on the proposed guardian and the proposed ward. The guardianship assessment shall contain the following information:

a. Address of the proposed guardian;

b. Identifying information of the proposed full guardian and members of the proposed full guardian's household;

c. Criminal records check and/or safety assessments of all household members of the proposed full guardian's household;

d. The ability of the proposed full guardian's to provide for the physical and emotional well-being of the child;

e. Any other information deemed relevant by the Department.

7. Establishment of Full Guardianship. If the Court finds that a full guardianship is in the best interest of the ward, the Court shall grant the petition for full guardianship. An order granting a full guardianship shall set forth provisions regarding visitation, support, fiduciary obligations of the full guardian, and/or any other condition related to the care of the ward.

8. Powers and Duties of a Full Guardian. To the extent that it is not inconsistent with the terms of any order of the Court, a full guardian has the following powers and duties:

a. The full guardian is entitled to custody of the ward and shall make provisions for the ward's care, comfort, and maintenance, and shall, as appropriate to the ward's needs, arrange for the ward's training, education, employment, and rehabilitation. The full guardian shall take reasonable care of the ward's clothing, furniture, vehicles, and other personal effects that are with the ward;

b. The full guardian shall have authority to consent to any medical, legal, psychological, or other professional care, counsel, treatment, or service for the ward. The full guardian may give any other consent or approval on the ward's behalf that may be required or in the ward's best interest.

9. Support and Reimbursement. The Court may order the ward's parents to pay child support. The full guardian is entitled to be reimbursed out of the ward's estate for reasonable and proper expenditures incurred in the provision of care of the ward. The Court may order monthly reimbursement payments to the guardian upon request, subject to the availability of funds.

10. Annual Reports. The full guardian shall file an annual report with the Tribal Court providing an update on the condition of the ward and an accounting of funds collected and funds expended on behalf of the ward. The reports shall be available for review by

interested parties.

11. Annual Review Hearings. The full guardian shall schedule annual review hearings in conjunction with the filing of annual reports. Any interested party may request additional hearings.

12. Resignation. A full guardian who wishes to resign, may petition the Court setting forth the reasons for the request. The Court shall review a final accounting prepared by the full guardian. If the Court is satisfied, it may accept the resignation, discharge the full guardian and appoint a successor. The full guardian remains liable for all matters occurring from the time of appointment to the time of discharge.

13. Appointment of Successors. Upon the removal, death, or resignation of a limited guardian, guardian, or conservator, the Court shall appoint a successor following the same criteria provided for in the original appointment.

D. Conservatorship. The Court may upon the filing of a conservatorship petition appoint a conservator for a minor.

(Source: WOS 2012-010, August 5, 2012, Section XIV)

5.115 FILING CHILD PROTECTION PETITION

A. Authorization to File Petition. The Tribal Presenting Officer shall initiate formal child protection proceedings to protect the best interest of the child by filing a child protection petition on behalf of the Tribe, acting through its Department. Nothing in this Section shall preclude Law Enforcement or the Department from taking emergency action under Section XI of this Statute.

B. Time Limitations. If a child has been removed from the home, then a child protection petition shall be filed with the Children's Court no later than noon of the second working day following the removal.

C. Contents of Petition. The child protection petition shall set forth the following with specificity:

1. The name, birth date, sex, residence and tribal affiliation of the child;

2. The basis for the Court's jurisdiction;

3. The specific allegation which cause the child to be a child in need of care;

4. A plain and concise statement of the facts upon which the allegations of a child in need of care are based, including the date, time and location at which the alleged facts occurred;

5. The names, residence and tribal affiliation of the child's custodians, if known; and

6. If the child is placed outside of the home, where the child is placed, the facts necessitating the placement and the date and time of the placement.

(Source: WOS 2012-010, August 5, 2012, Section XV)

5.116 NOTICE AND SERVICE OF PETITION

A. General. A party shall be given notice of a proceeding in the Children's Court in any manner authorized by this Statute.

B. Notice of Hearing. Notice of hearing must be given in writing seven (7) days before the hearing if personally served, or mailed to the last known address at least fourteen (14) days prior to the hearing, unless provided for otherwise in this Statute. If the Court finds service cannot be made because the whereabouts of the person/s to be noticed has not been determined after reasonable effort, the Court may direct any manner of substituted service reasonably calculated to provide notice, including publication.

1. Persons Entitled to Notice. The Court shall ensure that the following persons are notified of each hearing.

a. The parent(s) or attorney for the parent(s);

b. Putative fathers in accordance with the provisions of this statute;

c. The child or the child's guardian ad litem;

d. The legal guardian or custodian other than the parent, if any;

e. The Tribal Presenting Officer;

f. The responsible child placement agency;

g. The CASA of a party appointed pursuant to this Statute; and

h. Any other person the Court may direct to be notified.

2. Preliminary Hearing. When a child is placed, reasonable efforts shall be made to notify the parents of the child or extended family pursuant to Section XI (emergency removal) as soon as the hearing is scheduled, the notice may be in person, in writing, on the record, or by telephone.

3. Contents. The notice shall direct the person to whom it is addressed to appear, and the Court may direct the appearance of the child if it deems necessary, at a time and place specified by the Court and must:

a. Identify the nature of the hearing;

b. Include a prominent notice of the potential outcome of the hearing, including out of home placement, and suspension termination of parental rights; and

c. Include a copy of the petition.

4. A person who fails to appear after being properly noticed forfeits all rights to present evidence, make arguments, present witnesses, cross-examine witnesses, and testify.

C. Subpoenas. The attorney for a party, the guardian ad litem, or the Court on its own motion may cause a subpoena to be served on a person whose testimony or appearance is desired. It is not necessary to tender advance fees to the person served a subpoena in order to compel attendance.

D. Waiver of Service. A person may waive notice of hearing in writing.

E. Subsequent Notices. After a party's first appearance before the Court, subsequent notice of proceedings and pleadings shall be served on that party or, if the party has an attorney, on the attorney for the party.

F. Putative Fathers. If the Court determines that the child has no father as defined in Section IV(R), the Court shall take appropriate action as described in this Section.

1. The Court shall take initial testimony on the tentative identity and address of the natural father. If the Court finds probable cause to believe that an identifiable person is the natural father of the child, the Court shall direct that notice be served on that person in the manner as provided in this Section. The notice shall include the following information.

a. That a petition has been filed with the Court;

b. The time and place of hearing at which the natural father is to appear to express his interest, if any, in the child; and

c. A statement that failure to attend the hearing will constitute a denial of interest in the child, a waiver of notice for all subsequent hearings, and could result in termination of any parental rights.

2. After notice to the putative father the Court may conduct a hearing and determine that:

a. The putative father has been personally served or served in some other manner which the Court finds to be reasonably calculated to provide notice to the putative father. If so, the Court may proceed in the absence of the putative father;

b. There is probable cause to believe that another identifiable person is the natural father of the child. If so, the Court shall proceed with respect to the other person in accord with this subsection (F); and

c. If after diligent inquiry, the identity of the natural father cannot be determined. The Court shall publish a notice at least once, in a manner calculated to alert a person who may be the father of the child. If no person comes forward the Court shall terminate the parental rights of the unknown father and proceed without further notice.

3. The Court may find that the putative father waives all rights to further notice, including the right to notice of termination of parental rights if;

a. He fails to appear after proper notice; and

b. He appears, but fails to establish paternity within the time set by the Court.

(Source: WOS 2012-010, August 5, 2012, Section XVI)

5.117 PRELIMINARY HEARING

A. Purpose of preliminary hearing. The purpose of the preliminary hearing is to determine:

1. Whether probable cause exists to believe the child is subject to the jurisdiction as a child in need of care; and

2. Whether the home conditions continue to be such as there is no alternative to removal to adequately safeguard the child.

3. Whether reasonable efforts to prevent the removal of the child from the home have been made, and what reasonable efforts occurred.

4. Whether it is contrary to the welfare of the child to remain in the home.

B. Time for Hearing. If a child:

1. Has been released to his/her custodian, the Court shall conduct a preliminary hearing within seven (7) days after filing of the petition.

2. Has been placed out of home, the Court shall conduct a preliminary hearing by 12:00 noon on the second work day following the placement.

C. Absence of Custodian at Preliminary Hearing. If the child's custodian is not present at the preliminary hearing, the Court shall make an inquiry into what efforts have been made to notify and to obtain the presence of the custodian. If it appears that further efforts are likely to produce the child's custodian, the Court shall recess for not more than twenty four (24) hours and direct the petitioner to make continued efforts to obtain the presence of the child's custodian. The preliminary hearing may be conducted in the custodian's absence.

D. Conduct of Preliminary Hearing. The Court shall read the allegations in the petition in Court, and shall advise the custodian of the rights unless waived to have counsel represent them, at their own expense, and to a trial on the allegations in the petition. After advising the custodian of the right to remain silent, the Court shall allow the custodian an opportunity to deny or admit the allegations and make a statement of explanation.

E. Testimony at Preliminary Hearing. The Court shall hear testimony concerning:

1. The circumstances that gave rise to the petition; and

2. The need for continued placement.

F. Finding of No Probable Cause. If probable cause to believe the child is a child in need of care is not found, the petition shall be dismissed and the child shall be released.

G. Finding of Probable Cause. If the Court finds that probable cause exists to believe the child is a child in need of care, the Court:

1. Shall order the custodian to appear at an adjudicatory hearing on a date and time set by the Court; and

2. May release the child in the custody of either of the child's custodian under such reasonable terms and conditions as are necessary for either the physical or mental well-being of the child; or

3. May order placement of the child with someone other than a custodian if the Court, after hearing, determines that both of the following conditions exist:

a. Custody of the child with a custodian presents a substantial risk of harm to the child's life, physical health or mental well-being and no provision of service or other arrangement except removal of the child is reasonably available to adequately safeguard the child from such risk; and

b. Conditions of custody of the child away from the custodian are adequate to safeguard the child's health and welfare.

H. Court Ordered Examinations. The Court may at any time after conducting a preliminary hearing at which probable cause to proceed upon a petition is found, order any involved child, or custodian to undergo a physical, mental or psychological examination by a qualified professional.

I. Court's Explanation of Rights of Custodian. The first time any custodian in a child-in-need of care proceeding appears before the Court, the Court shall inform the custodian on the record of the right:

1. To be represented by an attorney of the custodian's choosing at his/her expense. Except if current law, Court Rule or Court policy provide for Court appointed attorneys for custodians at the Court's expense, under income eligibility guidelines or otherwise, the Court shall so inform the custodian;

2. To examine Court records, Law Enforcement records and Department records in the case in accordance with Section XXVI of this Statute;

3. To present evidence, examine evidence introduced by other parties, call and examine witnesses, and cross-examine witnesses.

J. Court Ordered Mediation. The Court may at any time after conducting a preliminary hearing at which probable cause to proceed upon a petition is found order the custodians to participate in mediation. Any statements made by the custodians in the mediation process will not become part of the official record of the case or be used against them in further proceedings.

(Source: WOS 2012-010, August 5, 2012, Section XVII)

5.118 ADJUDICATORY HEARING

A. Purpose. The Court shall conduct an adjudicatory hearing for the purpose of determining whether the facts support a finding that the child is a child in need of care.

B. Commencement. The adjudicatory hearing shall commence as soon as possible but not later than forty five (45) days after the petition is filed with the Court.

C. Continuances. Continuances of an adjudicatory hearing may be granted by the Court but only for any of the following purposes:

1. Upon stipulation of the parties;

2. Where service of process cannot be completed;

3. The Court finds that the testimony of a presently unavailable witness is needed;

4. One time only for up to fourteen (14) days at a custodian's request to obtain counsel, or

5. For good cause shown.

D. Evidence and Conduct of Hearing.

1. The formal rules of evidence shall not apply at these proceedings. All relevant and material evidence which is reliable and trustworthy may be admitted at the trial and may be relied upon by the Court to the extent of its probative value.

2. The parties shall be afforded an opportunity to examine and controvert written reports received by the Court and shall be allowed to cross examine individuals who made the reports.

E. Findings and Judgment. If the allegations of the petition are sustained by a preponderance of the evidence, the Court shall find the child to be a child in need of care, as the facts indicate, and schedule a dispositional hearing. The Court may also enter orders of further discovery, evaluation and assessment and other orders to protect the child. If the allegations of the petition are not sustained, the Court shall dismiss the matter and release the child.

(Source: WOS 2012-010, August 5, 2012, Section XVIII)

5.119 DISPOSITIONAL HEARING

A. A dispositional hearing is conducted to determine measures to be taken by the Court with respect to the child properly within its jurisdiction and, when applicable, against any adult, once the Court has determined following trial, plea of admission or no contest that the child comes within its jurisdiction.

B. Time for Hearing. The dispositional hearing may be held immediately after the adjudicatory hearing. The interval if any, between the adjudicatory hearing and the dispositional hearing is within the discretion of the Court. When the child is in placement, the interval may not be more than 60 days except for good cause. If the dispositional hearing is not held immediately after the adjudication, notice of hearing may be given by scheduling it on the record in the presence of the parties or in accordance with Section XVI (Notice).

C. Proposed Disposition (Case Service Plan). Active efforts to provide remedial services and rehabilitative programs, designed to prevent the breakup of the family, must be made available to the custodian.

1. The Department and/or other agency designated by the Court shall prepare and submit a proposed disposition/case service plan in writing to the counsel of record, and the Tribal Presenting Officer at least three (3) days prior to the dispositional hearing.

2. The Department shall prepare a written report with its recommendations. The report shall contain a specific plan for the care of and assistance to, the child and/or the child's custodian designed to resolve the problems presented in the petition. The report shall contain a detailed explanation of the necessity for the recommended plan and its benefits to the child. The report shall include the effort to prevent removal, and to rectify conditions that caused removal, of the child from the home.

3. If the report recommends placement of the child somewhere other than with the child's custodian, it shall state the specific reasons underlying its placement recommendations.

4. Each case service plan shall be reviewed by the Child Welfare Commission; the Commission shall advise the Presenting Officer in writing of the disposition which is recommended by a vote of its members. The Commission shall also provide its written recommendation to the Department which will be placed in the official Department case file and be considered part of the Department record of the case.

D. Evidence. All relevant and material evidence, including sworn oral testimony and written reports shall be received and included into the record as evidence, subject to the following:

1. The parties shall be given an opportunity to examine and controvert written reports so received and may cross examine individuals making reports.

2. No assertion of an evidentiary privilege, other than the privilege between attorney and client, shall prevent the receipt and use, at the disposition phase, of material prepared pursuant to a Court ordered examination, interview, or course of treatment.

E. Disposition Order. The Court shall enter an order of disposition after considering the case service plan and other evidence offered bearing on the disposition. The Court shall approve a case service plan and may order compliance with all or part of the case service plan and may enter such

orders as it considers necessary in the interest of the child.

F. Reimbursement for Care. Parents, custodians or guardians may be ordered by the Court to reimburse the Tribe for the cost of care and placement.

G. Child Support. Parents, custodians or guardians may be ordered by the Court to make child support payments. The Court shall have the authority to establish a procedure for receipt and distribution of child support payment made pursuant to this Section.

H. Amended Orders. If a child remains under the jurisdiction of the Court, an order may be amended or supplemented within the authority granted to the Children's Court in this Statute upon motion of an interested party. The Court shall hold a hearing on the motion in accordance with the provisions of this Statute.

(Source: WOS 2012-010, August 5, 2012, Section XIX)

5.120 DISPOSITIONAL REVIEW HEARING

A. Frequency. The dispositional order is to be reviewed at the discretion of the Court but at least once every six (6) months.

B. Notice of Review. Notice of the dispositional review hearing shall be provided on the record or by ordinary mail as provided in Section XVI (B).

C. Purpose and Content of Review.

1. At a dispositional review hearing the Court shall review on the record the compliance with the case service plan prepared pursuant to Section XIX and the previous orders of the Court including:

a. Services provided or offered to the child and his/her custodian; whether the custodian has complied with and benefitted from those services, active efforts to provide services; and

b. If visitation did not occur or was infrequent, the Court shall determine why visitation did not occur or was infrequent.

2. After review of the case service plan, the Court shall determine the extent of progress made toward alleviating or mitigating the conditions that caused the child to become and to remain a child in need of care. The Department may submit a modified case service plan, taking into account circumstances which arose or became known since the time of the original case plan development. The Court may modify any part of the case service plan including, but not limited to, the following:

a. Prescribing additional services that are necessary to rectify the conditions that caused the child to become a child in need of care;

b. Prescribing additional actions to be taken by the custodian to rectify the conditions that caused the child to become or remain a child offender, or a child in need of care.

3. At a dispositional review hearing the Court shall determine the continuing necessity and appropriateness of the child's placement and review the recommendations on such placement of the Department, and shall order the return of the child to the custody of the custodian, continue the dispositional order, modify the dispositional order, or enter a new dispositional order.

4. If the child remains in placement, the Court shall determine whether the case should be reviewed before the next dispositional review hearing required under this Section. In making this determination, the Court shall consider the following:

a. The custodian's ability and motivation to make necessary changes to provide a suitable environment for the child.

b. Whether there is a reasonable likelihood that the child may be returned to his/her home prior to the next dispositional review hearing required by this Section.

D. Return of Child Without Hearing. In the event that the Department determines that the

child should be returned to his home, the Tribal Presenting Officer shall request a hearing on the determination, subject to the notice provisions of Section XVI. If no person entitled to notice of the hearing files an objection to the return within the time period prior to the hearing, the Court may issue an order permitting return of the child without a hearing.

(Source: WOS 2012-010, August 5, 2012, Section XX)

5.121 PERMANENCY PLANNING HEARINGS

A. Purpose. A permanency planning hearing shall be conducted to review the status of the child adjudicated as in need of care and the progress being made toward the child's return to his/her natural parent or to some other permanent home.

B. Frequency of Hearings. The Court shall conduct a permanency planning hearing one year after entry of the order of disposition. A permanency planning hearing may be combined with a disposition review hearing under Section XX of this Statute.

C. Request for Termination or Suspension of Parental Rights; Notice. If the Tribal Presenting Officer intends to seek termination or suspension of parental rights, the Tribal Presenting Officer shall provide notice to the parent(s) in accordance with the provisions of this Code.

D. Determination.

1. Child Returned. If the Court determines at a permanency planning hearing that the return of the child would not cause a substantial risk of harm to the child's life, physical health, or mental well-being, the Court shall order the child returned to his/her custodian. In determining whether the return of the child would cause a substantial risk of harm to the child, the Court shall view the failure of the custodian to substantially comply with the terms and conditions of the case service plan and dispositional orders of the Court as evidence that return of the child to his/her custodian would cause a substantial risk of harm to the child's life, physical health, or mental well-being.

2. Placement Extension. If the Court finds that the parent has substantially complied or is making significant progress in complying with the case service plan but circumstances

exist that do not make it in the child's best interest for an immediate return home, the Court may order continuation of the placement for a period up to ninety (90) days. After such extension the Court will conduct a hearing to determine whether return, termination or suspension are in the best interest of the child.

3. Child Not Returned. If the Court determines at a permanency planning hearing that the child should not be returned to his/her custodian, the Court shall terminate or suspend the custodian(s) rights and order permanency placement for the child. Permanency placement options shall be the following:

a. Place the child in a full guardianship;

b. Place the child in a pre-adoptive placement;

c. Place the child in long term foster care. Long term foster care shall only available as a permanency option in cases where the child is sixteen years of age or older, or where other placement options in this Section are not available for the child;

d. Place the child on an independent living plan. At a minimum the independent living plan shall address the basic needs of the child, including food, clothing, shelter, medical care, education, and/or supervision for the child;

e. Emancipate the child.

(Source: WOS 2012-010, August 5, 2012, Section XXI)

5.122 PERMANENCY REVIEW HEARINGS

A. Purpose. The Court shall conduct a Permanency Review Hearing to review the child's placement and welfare, and to determine whether continued Court jurisdiction in the case is necessary.

B. Frequency. The Court shall conduct a Permanency Review Hearing within twelve (12)

months of the Permanency Planning Hearing and every twelve (12) months thereafter, so long as the child continues to be a child in need of care.

C. Reports Required. Before every Permanency Review Hearing the Department shall file a written report regarding the child's education, health and overall welfare.

(Source: WOS 2012-010, August 5, 2012, Section XXII)

5.123 EMANCIPATION

A. A child who is sixteen (16) years of age may petition the Court for emancipation. The Court may only grant such status if the child proves to the Court by clear and convincing evidence that the child is capable of functioning as an independent and responsible member of the community and that emancipation is in the best interest of the child.

B. Contents of Petition. A petition for emancipation shall include the following information:

1. The name of the petitioner;

2. Petitioner's date of birth;

3. Petitioner's current address;

4. The name of the school or educational institution the petitioner is attending;

5. The name of Petitioner's employer and average paycheck, and/or any other sources of income;

6. Petitioner's means of transportation;

7. The names and addresses of petitioner's parent(s) or legal guardian(s);

8. Statement of why emancipation is in the petitioner's best interest;

9. Signature of the petitioner.

C. Persons entitled to notice. The following persons shall be entitled to notice of a proceeding brought pursuant to this Section:

1. The petitioner;

2. The petitioner's parent(s) or legal guardian(s), unless the parent(s) or legal guardian's parental rights have suspended or terminated by prior court order, or the parent(s) or legal guardian(s) is deceased;

3. The LTBB Department of Human Services, if the petitioner is the subject of an active child welfare case;

4. The LTBB Presenting Officer, if the petitioner is the subject of an active child welfare case;

5. The petitioner's guardian ad litem, if the petitioner is the subject of an active child welfare case.

D. Procedure. Hearings held pursuant to this Section shall be governed by the procedures set forth in Section XVI or applicable court rule.

(Source: WOS 2012-010, August 5, 2012, Section XXIII)

5.124 TERMINATION OF PARENTAL RIGHTS

A. Purpose. The purpose of this Section is to provide for the voluntary and involuntary termination of the parent child relationship and for the substitution of parental care and supervision by judicial process. This Section shall be construed in a manner consistent with the philosophy that the family unit is of most value to the community and the individual family members when that unit remains united, and that termination of the parent child relationship is of such vital importance that it should be used only as a last resort when, in the opinion of the Court, all efforts have failed to avoid termination and it is in the best interest of the child concerned and of the Tribe

to proceed under this Section.

B. Mandated Request for Termination of Parental Rights. The Tribal Presenting Officer shall include a request for termination of parental rights within the initial petition filed with the Court, if the parent is a suspected perpetrator or a parent is suspected of placing the child at an unreasonable risk of harm due to the parent's failure to take reasonable steps to intervene to eliminate that risk. If one or more of the following circumstances is alleged in the initial petition, the Court shall consider the request for termination at the initial dispositional hearing:

1. Abandonment as defined in this Statute;

2. Criminal sexual conduct involving penetration, attempted penetration, or assault with intent to penetrate;

3. Battering, torture or other severe physical abuse;

4. Loss or serious impairment of an organ or limb; or

5. Life threatening injury; murder or attempted murder.

C. Grounds for Involuntary Termination. The Court may only terminate the parental rights of a parent to a child if the Court finds, beyond a reasonable doubt, one or more of the following exist:

1. The child has been deserted under either of the following circumstances:

a. The child's parent is unidentifiable, has deserted the child for 28 or more days, and has not sought custody of the child during that period. For the purposes of this Section, a parent is unidentifiable if the parent's identify cannot be ascertained after reasonable efforts have been made to locate and identify the parent.

b. The child's parent has deserted the child for 91 or more days and has not sought custody of the child during that period.

2. The child or a sibling of the child has suffered physical injury or physical or sexual abuse under 1 or more of the following circumstances:

a. The parent's act caused the physical or sexual abuse and the Court finds that there is a reasonable likelihood that the child will suffer from injury or abuse in the foreseeable future if placed in the parent's home.

b. The parent who had the opportunity to prevent the physical or sexual abuse failed to do so and the Court finds that there is a reasonable likelihood that the child will suffer injury or abuse in the foreseeable future if placed in the parent's home.

c. A non-parent's act caused the physical or sexual abuse and the Court finds that there is a reasonable likelihood that the child will suffer from injury or abuse in the foreseeable future if placed in the parent's home.

d. The parent was a respondent in a proceeding brought under this Statute, and the court finds the conditions that led to the adjudication continue to exist and there is no reasonable likelihood that the conditions will be rectified within a reasonable time considering the child's age.

3. Parental rights to one or more siblings of the child have been terminated due to serious and chronic neglect or physical or sexual abuse, and prior attempts to rehabilitate the parents have been unsuccessful, and there is a reasonable expectation that custody of the child by the parent is likely to result in serious emotional or physical damage to the child.

4. Conviction of Violent or Sexual Crime. A parent of the child is convicted of a violent or criminal sexual crime.

5. Conviction of a Felony. A parent of the child is convicted of a felony of a nature as to prove the unfitness of the parent to have future custody of the child.

6. Imprisonment for More than two (2) Years. The parent is imprisoned for over two

(2) years and the parent has not provided for the child's proper care and custody, and there is no reasonable expectation that the parent will be able to provide proper care and custody within a reasonable time considering the age of the child.

D. Quality of Evidence. The same rules of evidence which apply at adjudication under Section XIX shall apply in termination proceedings.

E. Termination of Parental Rights Order. An order terminating parental rights under this Statute may not be entered unless the Court makes findings of fact, states its conclusions of law, and includes the legal basis for the order. Brief, definite, and pertinent findings and conclusions on the contested matters are sufficient. The Court shall state the findings and conclusions in a written opinion. If the Court does not issue a decision on the record following hearing, it shall file its decision within thirty (30) days after the taking of final proofs.

F. Termination through Voluntary Relinquishment of Parental Rights. Parental rights may be voluntarily terminated by a parent in writing, if signed by the parent in the presence, and with approval, of the Court. A relinquishment of parental rights shall not be accepted or acknowledged by the Court within ten (10) days following birth of the child. The Court shall inform the parent on the record of the rights and shall inform the parent of the consequences of the voluntary relinquishment of parental rights. A parent who wishes to relinquish his/her parental rights shall be provided an interpreter if he/she does not understand the English or Odawa language used by the Court. Prior to the entry of an order of termination of parental rights, the Court shall determine that entry of such an order is in the best interest of the affected child. If the Court declines to grant a voluntary termination, the Court shall refer the case to the Department for a mandatory safety assessment.

G. Withdrawal of Voluntary Relinquishment.

1. Prior to Adoptive Placement. A parent who has voluntarily relinquished parental rights to a child may withdraw such consent to termination of parental rights at any time prior to the issuance of a final adoption decree.

2. Withdrawal related to fraud or duress. A person who has voluntarily relinquished parental rights may withdraw such consent and demand re-establishment of the parent child

relationship upon a showing to the Court by clear and convincing evidence that such consent was obtained by fraud or duress.

H. Child's Continued Right to Benefits. An order terminating the parent child relationship shall not disentitle a child to any benefits due the child from any third person, agency, state or the United States, nor shall any action under this Statute be deemed to affect any rights and benefits that the child derives from the child's citizenship in or eligibility for citizenship in a federally recognized tribe.

I. Advice of Right to Appeal. Immediately upon entry of an order terminating the parental rights, the Court shall advise the respondent parent orally or in writing that the parent is entitled to appellate review of the order. Appellate review shall be by right. The clearly erroneous standard shall be used in reviewing the findings of the Children's Court on appeal from an order terminating parental rights.

(Source: WOS 2012-010, August 5, 2012, Section XXIV)

5.125 ADOPTION

A. Jurisdiction. When the Court has exercised jurisdiction over a child in need of care under this Statute and ordered a pre-adoptive placement under Section XXI, the Court may proceed with an adoption under this Section.

B. Types. The Tribe recognizes the following types of adoption:

1. Open. The parental rights of the biological parents will be terminated but visitation rights of the parents and/or other named members of the child's biological family will be maintained as outlined in the adoption order;

2. Closed. The parental rights of the biological parents will be terminated and visitation rights of the parents and/or other named members of the child's biological family will not be maintained. All contact by the biological parents and/ or family will be forbidden;

3. Open Traditional. Parental rights will be granted to the adoptive party and the

biological parent's rights will not be terminated. The adoptive parents will have the sole parental authority to make all decisions regarding the care and upbringing of the adopted child(ren). The visitation rights of the parents and/or other named members of the child's biological family will be maintained as outlined in the adoption order; and

4. Closed Traditional. Parental rights will be granted to the adoptive party and the biological parent's rights will not be terminated. The adoptive parents will have the sole parental authority to make all decisions regarding the care and upbringing of the adopted child(ren). The visitation rights of the parents and/or other named members of the child's biological family will not be maintained. All contact by the biological parents and/ or family will be forbidden.

C. Who May File a Petition. Any person over the age of twenty one (21) may file an adoption petition. Married persons or a couple maintaining a home together must make a joint petition, except where one spouse is a natural parent of the adoptee.

D. Parental Consent to Adoption. The Court may order adoption when written consent executed by surviving parent(s) or guardian has been filed with the Court. The consent must be signed in the presence of a court of competent jurisdiction. The Court shall satisfy itself that persons consenting have been informed of the nature and consequences of their actions. The minority-age status of parent (s) shall not be a bar to the right of consent nor shall it invalidate such consent.

E. Non-Consenting Natural Parents. The rights of non-consenting natural parents may be terminated after all active efforts to prevent the removal of a child from his family, and if removed, to reunite the child with his family has been exhausted. The Court may execute consent to adoption of such children or authorize another person to do so.

F. Withdrawal of Consent. Consent to adoption may be withdrawn by a parent(s) whose parental rights have not been terminated at any time before the entry of the final order of adoption.

G. Petition for Adoption. The petition for adoption shall be filed with the Court. It shall be signed by the adopting parent(s) and shall contain:

1. The full name, residence, documentary proof of the date and place of birth, and the degree of Indian blood of the adoptee;

2. The full name(s), residence(s), date(s), and place(s) of birth, degree(s) of Indian blood, occupation(s), and documentary proof of marital status of adopting parent(s);

3. Proof of parental consent to the adoption;

4. A statement by the adopting parent(s) that it is the desire of the adopting parent(s) that the legal relationship of a parent and child be established between them and the adoptee;

5. A full description and statement of value of all property owned or possessed by the adoptee, to the best of the petitioner's knowledge; and

6. The type of adoption the Petitioner is seeking, i.e open, closed, open traditional, closed traditional.

H. Pre-Adoptive Placement Assessment. The Court shall not order a pre-adoptive placement until it receives and reviews a pre-adoptive placement assessment submitted by the Department. A pre-adoptive placement assessment must contain the following information:

1. Age, nationality, race or ethnicity, any religious preference, and tribal affiliation, if any.

2. Marital and family status and history, including the presence of other children or adults in the household and the relationship of those individuals to the adoptive parent.

3. Physical and mental health, including any history of substance abuse.

4. Educational and employment history and any special skills and interests.

5. Property and income, including outstanding financial obligations as indicated in a current financial report provided by the individual.

6. Reason for wanting to adopt.

7. The capacity and disposition of the parties involved to immerse the child in the Tribe's culture and traditions;

8. Whether the individual has ever been the respondent in a domestic violence proceeding or a proceeding concerning a child who was allegedly abused, dependent, deprived, neglected, abandoned, or delinquent, and the outcome of the proceeding.

9. Whether the individual has ever been convicted of crime.

10. Any fact or circumstance that raises a specific concern about the suitability of the individual as an adoptive parent, including the quality of the environment in the home, the functioning of other children in the household, and any aspect of the individual's familial, social, psychological, or financial circumstances that may be relevant to a determination that the individual is not suitable. A specific concern is one that suggests that placement of any child, or a particular child, in the home of the individual would pose a risk of harm to the physical or psychological well-being of the child.

I. Consent of Biological Parents. A biological parent whose parental rights to a child being considered for adoption have not been terminated by a court of competent jurisdiction may voluntarily consent to the adoption of the child by petitioner.

1. Requirements for validity. Consent to adoption must be executed either:

a. In the presence of the Court after the Court explains:

i. The consent may result immediately in a pre-adoptive placement with placement with petitioner. Once the pre-adoptive placement is ordered by the Court, the parent will have no legally enforceable right to visit or have any contact with the child, unless otherwise ordered by the Court.

ii. The consent may result in a final order of adoption.

iii. If for any reason prior to the entry of a final adoption order, petitioner does not retain custody of child the child will be returned to the biological parent(s) unless doing so would immediately result in the child being a child in need of care; *or*

b. Outside of the presence of the Court, with two witnesses and notarized, and containing such statements and under such circumstances as the Court is assured that the consent was voluntary executed and that the parent fully understood the ramifications set out in this subsection (I).

2. Consent conditioned on open adoption. Consent to adoption may be expressly conditioned on entry of an order of the Court approving an open adoption agreement between the parent and petitioner under subsection (J).

J. Open Adoption Agreements. Simultaneously with, or prior to, execution of a consent to adoptive placement, the parent and petitioner may execute an open adoption agreement that sets out post adoption visitation rights of the parent and/or other named members of the child's biological family. Upon accepting consent conditioned on such agreement, the Court shall enter the open adoption agreement as a fully enforceable order of the Court. If the Court finds that such agreement would significantly threaten the safety of the child, the Court may refuse to accept the consent or enter the open adoption order.

K. Recommendation of the Department. Upon completion of the pre-adoptive placement assessment the Department shall, in consultation with the Child Welfare Commission, formulate a written recommendation for the Court.

L. Initial Hearing. Within ten (10) days of the receipt of the recommendation from the Department, the Court shall schedule a hearing on the petition for adoption.

1. Notice. The adoptee, adopting parent(s) and any other party of record shall be given notice of the hearing.

2. Appearance Mandatory. The adoptee and adopting parent(s) shall appear in person

at the initial hearing.

M. Waiver of Trial Custody Period. If the adoptee has been in the custody of the proposed adoptive parent(s) for more than six (6) months and the Department recommends adoption at the initial hearing, the Court, upon recommendation of the Department, may waive the trial custody period and the final adoption decree may be entered at the initial hearing.

N. Trial Custody Period; Final Hearing. Not less than ninety (90) days, or more than one hundred twenty (120) days, after the adoptee has been in the custody of the proposed adoptive parent(s), the adoptee and proposed adoptive parent(s) shall appear before the Court. They shall report to the Court about the welfare of the adoptee, the current status of their home, and the desire of the proposed adoptive parent(s) to finalize the adoption.

O. Adoption Decree; Extension of Trial Custody Period. If the Court is satisfied that the interests of the adoptee are best served by the proposed adoption, the final adoption decree may be entered. The Court may order, or the proposed adoptive parent(s) may request, a six (6) months extension of the trial custody period, after which a final adoption decree must be entered or the adoptee shall be placed under the custody of the Court. The Court shall provide a certified copy of the adoption decree to the Tribal Enrollment Office.

P. Effect of the Final Adoption Decree.

1. Parent and Child Relationship. After the final adoption decree is entered, the relation of parent(s) and child and the rights, duties and other legal consequences of a natural relationship of child to parent(s) shall thereafter exist between the adoptee and the adoptive parent(s).

2. Tribal Status Not Affected. The status of an adoptee as a citizen of the Tribe shall not be affected by adoption. An adoptee that is eligible for citizenship in the Tribe shall be enrolled as a tribal citizen prior to the finalization of the adoption.

3. Assumption of Surname. Minors adopted by order of the Court shall assume the surname of the person(s) whom they are adopted by, unless the Court orders otherwise.

4. Rights of Adoptees.

a. Adoptees shall be entitled to the same rights of person and property as children or heirs of the adoptive parents.

b. Adoptees shall be entitled to the society and companionship of their natural siblings consistent with the provisions of this Section.

5. Tribal Citizenship. Any child of Indian descent, who is legally adopted by a citizen of the Tribe, shall have citizenship rights consistent with Tribal law.

Q. Confidentiality of Proceedings and Record. Unless the Court otherwise orders, hearings held in proceedings under this Section shall be confidential and shall be held in closed session, without the admission of any persons other than the interested parties and witnesses. Any papers, records, petitions, or files pertaining to proceedings, maintained by the Department or the Court shall be kept in locked files, and shall not be released to anyone, except pursuant to Court order.

R. Rights of Adoptive Children to Familial Information. Any child adopted pursuant to this Statute shall have the right to obtain information regarding biological parents including but not limited to the names of their biological parents, child's place of birth, residence of parents at the time of adoption, and known siblings. The Court shall order release of this information upon petition of the child.

(Source: WOS 2012-010, August 5, 2012, Section XXV)

5.126 CHILD PROTECTION RECORDS

A. Children's Court Records. All Children's Court records are open unless deemed confidential by the Court. Records deemed confidential by the Court shall not be open to inspection to any but the following:

1. The child, the child's attorney, or Court appointed special advocate;

2. The child's custodian, or their attorney;

3. The Children's Court personnel directly involved in the handling of the case;

4. Any other person by order of the Court, having legitimate interest in the particular case or work of the Court;

5. The Tribal Prosecutor.

B. Law Enforcement and Department Records. All law enforcement and Department services records shall be confidential and shall not be open to inspection to any but the following:

1. The child, the child's attorney or Court appointed special advocate;

2. The child's custodian, or their attorney;

3. Law enforcement and Department personnel directly involved in the handling of the case, the Child Welfare Commission and Tribal Presenting Officer;

4. Pursuant to Section 552a of title 5, the Family Educational Rights and Privacy Act of 1974 (20 U.S. C. 1232g) agencies of any Indian tribe, of any state, or of the Federal Government that investigate and treat incidents of abuse of children may provide information and records to those agencies of any Indian tribe, any State, or the Federal Government that need to know the information in performance of their duties. Indian tribal governments shall be treated the same as other Federal Government entities;

5. The Tribal Prosecutor;

6. Any other person by order of the Court upon petition from a person or entity having legitimate interest in the particular case.

C. Access to Child Protection Service Records. Upon written request child protection records shall be released under the following procedures:

1. Records may be released only to a person identified in subsection (B) above. All

information in the record shall be released, unless mental health records in the file are subject to a statement from the mental health provider that such records contain information which, if released, might be harmful to the mental health client or others.

2. The Department shall review the record to determine which sections may be shared without revealing the identity of the reporting person, or any other information that would jeopardize the health, safety and well-being of any person.

3. The name and other identifying information of the reporting person need not be deleted if the entity requesting record access is a law enforcement agency, prosecuting attorney, or a child protection agency of another jurisdiction.

4. In the event that compelling reasons exist for the release of the reporting person's name, that person must authorize release of his/her identity in writing. If the person does not do so, a Court order shall be requested for release of the name.

5. Any information released from child protection records shall be clearly designated as confidential.

D. Unauthorized Release of Confidential Information. Any person who disseminates, or permits or encourages the dissemination of child protection records that have been deemed confidential by the Court shall be subject to a civil fine not to exceed $5,000.00 for each action or omission, and the cost of restitution that shall be paid to any person who can show that they have been harmed as a result of the unauthorized release and dissemination of such confidential child protection records.

(Source: WOS 2012-010, August 5, 2012, Section XXVI)

5.127 AUTHORIZATION OF MEDICAL TREATMENT

A. Circumstances for Court Order. At any time, regardless of whether a child is under the authority of the Court, the Court may authorize medical or surgical care for a child when:

1. A custodian is not immediately available and cannot be found after reasonable

effort in the circumstances of the case; or

2. A physician informs the Court orally or in writing that in his/her professional opinion, the life of a child would be greatly endangered without certain treatment and the custodian refuses or fails to consent. If time allows in a situation of this type, the Court shall cause every effort to be made to grant the custodian an informal hearing, but this hearing shall not be allowed to further jeopardize the child's life or health.

B. Parental use of spiritual treatment to be given consideration. In making its order the Court shall give due consideration to any treatment being given the child by prayer, religious practice or through other traditional spiritual practices if the spiritual or religious practice the child or custodian are adherents of rely on this form of treatment in lieu of medical treatment.

C. Written Order. After entering any authorization under this Section, the Court shall reduce the circumstances, findings and authorization to writing and enter it in the records of the Court and shall cause a copy of the authorization to be given to the appropriate physician, hospital, or both.

D. Oral Authorization for Treatment Sufficient. Oral authorization by the Court is sufficient for care or treatment to be given and shall be accepted by any physician or hospital. No physician or hospital nor any nurse, technician or other person under the direction of such physician or hospital shall be subject to criminal or civil liability in the Court for performance of care or treatment in reliance on the Court's authorization, and any function performed there under shall be regarded as if it were performed with the child's and/or the custodian authorization.

(Source: WOS 2012-010, August 5, 2012, Section XXVII)

5.128 RE-HEARINGS; APPEALS

Rehearing or appeals of decisions rendered by Tribal Court to the Appellate Court shall be governed by the Constitution of the Little Traverse Bay Bands of Odawa Indians and applicable court rules.

(Source: WOS 2012-010, August 5, 2012, Section XXVIII)

5.129 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2012-010, August 5, 2012, Section XXIX)

5.130 EFFECTIVE DATE

Effective upon the signature of the Executive, or thirty (30) days from submission to the Executive Branch, or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2012-010, August 5, 2012, Section XXX)

Chapter 2. Child Welfare Commission

5.201PURPOSE

The purpose of this Statute is to create the Child Welfare Commission as an advisory and foster care licensing entity to protect and promote the welfare of Tribal children and families. This Statute repeals and replaces Waganakising Odawa Statute, 2009-013 and any amendments theretoentity to protect and promote the welfare of Tribal children and families. This Statute repeals and replaces Waganakising Odawa Statute, 2009-013 and any amendments thereto.

(Source: WOS 2012-011, August 5, 2012, Section I)

5.202 DEFINITIONS

A. "Department" means the Human Services Department.

B. "Emergency" means an unexpected situation that requires immediate action.

(Source: WOS 2012-011, August 5, 2012, Section II)

5.203 CREATION

A. Creation of Commission. The Tribal Council hereby creates the Child Welfare Commission, which shall consist of five (5) Tribal members at least eighteen (18) years of age appointed by the Tribal Council.

B. Term and compensation. Members of the Child Welfare Commission shall be appointed to serve for three (3) year terms. Members may be reappointed for additional terms without limitation. One of the Commission members shall be appointed by the Commission to serve as Chairperson for a one (1) year term. One of the Commission members shall be appointed by the Commission to serve as Vice-Chair. There shall be no limit on reappointment as long as the Chairperson and /or Vice Chair remain on the Commission. The Tribal Council may determine and authorize compensation to be paid to members of the Commission based upon the Tribal Council's determination of the time to be expended upon Commission duties and the qualifications of the appointed Commissioners.

C. Oath of Office. Upon appointment, The Tribal Court shall administer the Oath of Office to members of the Child Welfare Commission which shall include a commitment to uphold the Constitution and laws of the Little Traverse Bay Bands of Odawa Indians and to perform faithfully and diligently the duties and responsibilities set forth in this Statute.

D. Vacancies. In the event a vacancy occurs in the Child Welfare Commission, by virtue of death, resignation or removal, the Tribal Council shall appoint a qualified Tribal Citizen to fill the remaining term of office.

E. Removal. Members may be removed in accordance with applicable laws.

(Source: WOS 2012-011, August 5, 2012, Section III)

5.204 DUTIES

A. The Child Welfare Commission shall have the following duties:

1. Shall be the licensing and monitoring body of community based shelter facilities including: group, shelter, foster, adoptive homes, and child placing agencies in consultation with the Department and other applicable entities.

2. Shall be advised of pending state court proceedings and may make verbal or written recommendations to the Tribal Prosecutor regarding intervention in such proceedings and transfer of jurisdiction from state court to the Tribal Court.

3. May advise the Executive on general child welfare matters (non-case-specific), and recommend statutes, policies and procedures to protect children and help families.

4. May make recommendations to the Tribal Prosecutor and Department regarding the need to take formal court action to protect a child.

5. May make recommendations for programs and services to the Department.

6. Appear in court proceedings as required pursuant to valid subpoenas or court order.

7. Commission members shall not be involved in investigations outside of Commission meetings.

8. All Child Welfare Commission recommendations shall be placed in the Department file which is open and available to all parties to the proceeding.

B. Licensing of Child Placement. The Commission shall develop regulations for issuing and monitoring community based shelter facility licenses that shall be submitted to Tribal Council for approval. Such regulations shall include minimal home safety standards and qualifications for license holders. The Human Services Department shall conduct home and facility studies and present its assessments and recommendations for licensing to the Commission for approval or denial.

C. Notice.

1. Pending State Court Proceedings. Upon receipt of notice of a State Court proceeding, the Tribal Prosecutor shall provide a copy to the Child Welfare Commission.

2. Children Domiciled on the Reservation. Tribal Prosecutor shall notify the Commission of all instances where they believe Tribal Court action may be necessary to protect a child domiciled on the Reservation.

D. Meetings, Emergency Meetings, Voting, Conflicts of Interest, Confidential Records.

1. Meetings. The Child Welfare Commission shall meet as necessary to carry out its duties. Due to the confidential nature of the business conducted by the Child Welfare Commission, meetings or portions of meetings where specific cases are being discussed shall be closed to all persons other than those whose participation is necessary and appropriate to the specific case.

2. Emergency Meetings. Emergency meetings shall be held for any urgent matter arising from an unexpected situation requiring immediate action.

3. Voting. Actions of the Child Welfare Commission shall be decided by a majority vote of those present at the meeting. The Chair is entitled to vote on all matters brought before the Commission. A quorum shall consist of three (3) members. Any action may be ratified by non-attending members. If ratification is sought, all non-attending members shall be contacted personally, or by phone or fax, and all ratifications shall be reduced to writing and placed in the minutes and approved at the next regularly scheduled Commission meeting.

4. Investigation. The Commission shall not be involved in gathering information on Tribal families and children outside of Commission meetings. Field work, such as home studies, shall be conducted by Department. When requested by the Commission, the Department shall provide the Commission with all written reports and studies on Tribal families and children. The Commission may request the Department to gather additional

information where appropriate. All members shall have access to the same information. If Commission members are contacted individually, they shall refer inquiries to the appropriate Tribal official or staff member.

5. Conflicts of Interest. Commission members who are serving as foster parents or guardians may participate in the review of the status of children under their own care only to the extent as any other foster parent or guardian. Commission members shall not participate in the review of the status of children under the care of members of their immediate family (father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, child, step-child) as defined in the Constitution and may absent themselves in any situation where their relationship with individuals before the Commission may interfere with their objectivity, or the Commissioner otherwise believes that he/she has or appears to have a conflict of interest.

6. Confidential Records. All records of the Commission involving specific child welfare matters shall be kept confidential. Confidential records may be introduced and used in court cases. Confidential records may be reviewed by an auditor and such auditor shall adhere to any applicable Code of Conduct standards.

(Source: WOS 2012-011, August 5, 2012, Section IV)

5.205 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2012-011, August 5, 2012, Section V)

5.206 EFFECTIVE DATE

Effective upon the signature of the Executive, or 30 days from submission to the Executive branch, or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2012-011, August 5, 2012, Section VI)

Chapter 3. Direct Consent and Open Adoptions

5.301 PURPOSE

The purpose of this statute is to allow for the voluntary adoptive placement of Tribal children to foster their stability and well being, and, whenever appropriate, provide for the continued contact between the adopted child, the child's biological parents, grand-parents, and/or other members of the extended family.

(Source: WOS 2000-09, July 23, 2000, Section I)

5.302 DEFINITIONS

A. "**Court**" means the Tribal Court of the Little Traverse Bay Bands of Odawa Indians.

B. "**Parent**" means the biological parent of a child.

C. "**Petitioner**" means a person who files a petition to adopt a child.

D. "**Child**" means a person less than eighteen years of age.

E. The terms "**parent**" and "**petitioner**," include the plural unless inconsistent with the context where such terms appear.

(Source: WOS 2000-09, July 23, 2000, Section II)

5.303 PETITION FOR ADOPTION

A. An adoption proceeding is commenced when a person, or if married, husband and wife jointly, who desires to adopt a child over whom the Tribal Court properly exercises jurisdiction, files a petition for adoption in the Court. Petitioner must serve the petition on the biological

parents of the child whose rights have not been terminated by a court of competent jurisdiction, and the Child Welfare Commission of the Little Traverse Bay Bands of Odawa Indians.

B. Contents of Petition. The petition for adoption shall be verified by each petitioner and shall contain the following information:

1. The name, date and place of birth, and place of residence of each petitioner, including the maiden name of the adopting mother.

2. The name, date and place of birth, and place of residence if known of the adoptee.

3. The relationship, if any, of the adoptee to the petitioner.

4. The full name by which the adoptee shall be known after adoption.

5. The full description of the property, if any, of the adoptee.

6. The names of the parents of the adoptee and the place of residence of each living parent if known, and whether, to the best of Petitioner's knowledge, the parents intend to consent to adoption by petitioner.

7. The name and place of residence of the guardian or attorney of the person or estate of the adoptee, if any has been appointed.

8. Simultaneously with the Petition or a soon as practicable thereafter, the petitioner shall file with the Court a copy of a pre-placement assessment prepared in accordance with section IV [WOTC 5.304] of this statute, of the petitioner completed or updated within 1 year before the petition is filed with a finding that the petitioner is suitable to be a parent of an adoptee.

(Source: WOS 2000-09, July 23, 2000, Section III)

5.304 PRE-PLACEMENT ASSESSMENT

A. The Court shall not order a pre-adoptive placement until it receives and reviews a pre-placement assessment either prepared by the Tribal Social Services Department or prepared by a social services agency of a different jurisdiction and approved by the Tribal Social Services Department.

B. A pre-placement assessment must contain the following information:

1. Age, nationality, race or ethnicity, any religious preference, and tribal affiliation, if any;

2. Marital and family status and history, including the presence of other children or adults in the household and the relationship of those individuals to the adoptive parent;

3. Physical and mental health, including any history of substance abuse;

4. Educational and employment history and any special skills and interests;

5. Property and income, including outstanding financial obligations as indicated in a current financial report provided by the individual;

6. Reason for wanting to adopt;

7. Whether the individual has ever been the respondent in a domestic violence proceeding or a proceeding concerning a child who was allegedly abused, dependent, deprived, neglected, abandoned, or delinquent, and the outcome of the proceeding;

8. Whether the individual has ever been convicted of a crime; and

9. Any fact or circumstance that raises a specific concern about the suitability of the individual as an adoptive parent, including the quality of the environment in the home, the functioning of other children in the household, and any aspect of the individual's familial, social, psychological, or financial circumstances that may be relevant to a determination that the individual is not suitable. A specific concern is one that suggests that placement of any child, or a particular child, in the home of the individual would

pose a risk of harm to the physical or psychological well-being of the child.

(Source: WOS 2000-09, July 23, 2000, Section IV)

5.305 CONSENT OF BIOLOGICAL PARENTS

A. A biological parent whose parental rights to a child being considered for adoption have not been terminated by a court of competent jurisdiction may voluntarily consent to the adoption of the child by petitioner.

B. **Requirements for validity**. A consent to adoption must be executed either:

1. In the presence of the Court after the Court explains:

a. The consent may result immediately in a pre-adoptive placement with petitioner. Once the pre-adoptive placement is ordered by the Court, the parent will have no legally enforceable right to visit or have any contact with the child, unless ordered under Section VI [WOTC 5.306] of this Statute.

b. The consent may result in a final order of adoption. Upon entry of the final adoption order, the parent shall have no legally recognized relationship to the child, and have no legally enforceable right to visit or have any contact with the child, unless ordered under Section V [WOTC 5.306] of this Statute.

c. If for any reason prior to the entry of a final adoption order, petitioner does not retain custody of the child, the child will be returned to the custody of the biological parent unless the biological parent is also subject to involuntary removal under the Child Welfare Code (WOTC 5.101 *et seq.*)

2. Outside of the presence of the Court, with two witnesses and notarized, and containing such statements and under such circumstances as the Court is assured that the consent was voluntarily executed and that the parent fully understood the ramifications set out in subsection III(A)(1) above.

C. Consent conditioned on open adoption. A consent to adoption may be expressly conditioned on entry of an order of the Court approving an open adoption agreement between the parent and petitioner under Section VI [WOTC 5.306] of this Statute.

(Source: WOS 2000-09, July 23, 2000, Section V)

5.306 OPEN ADOPTION AGREEMENTS

Simultaneously with, or prior to, the execution of a consent to adoptive placement, the parent and petitioner may execute an open adoption agreement that sets out post adoption visitation rights of the parent and/or other named members of the child's biological family. Upon accepting a consent conditioned on such agreement, the Court shall enter the open adoption agreement as a fully enforceable order of the Court. Provided, if the Court finds that such agreement would significantly threaten the safety of the child, the Court may refuse to accept the consent or enter the open adoption order. In such situations, an adoptive placement can only proceed following involuntary termination of parental rights under the provisions of the Child Welfare Code (WOTC 5.101 *et seq.*)

(Source: WOS 2000-09, July 23, 2000, Section VI)

5.307 PRE-ADOPTIVE PLACEMENT AND ASSESSMENT

A. After holding a hearing on the Petition, finding that the pre-placement assessment indicates the suitability of the Petitioner to adopt the child, accepting the consent of the parent, and, if applicable, entering an open adoption agreement order, the Court shall order a pre-adoptive placement of the child with Petitioner. During the pre-adoptive placement, Petitioner's rights to care for the child shall be equivalent to those of a legally appointed guardian. The parent and/or members of the child's biological extended family, shall have no rights to visit the child unless specified in an agreement ordered by the Court under Section VI [WOTC 5.306].

B. Between 150-180 days from the commencement of the pre-adoptive placement, the Tribal Social Services Department shall prepare and file in the Court a pre-adoptive placement assessment to update the information contained in the pre-placement assessment and assess the functioning of the child while actually in the care and custody of petitioner. The assessment may

be prepared by a social services agency of a different jurisdiction if approved by the Tribal Social Services Department.

(Source: WOS 2000-09, July 23, 2000, Section VII)

5.308 FINAL ADOPTION ORDER

A. No sooner than six months after the commencement of the pre-adoptive placement the Court shall hold a hearing to determine whether to enter a final order of adoption. If the pre-adoptive placement assessment finds petitioner suitable to adopt the child, and petitioner reaffirms his/her commitment to adopt the child thereby assuming full legal and moral responsibility for the parental care and upbringing of the child, the Court shall enter an order terminating the parental rights of the biological parent and a final order of adoption naming petitioner as the adoptive parent of the child. If the child is an enrolled member, or eligible to be an enrolled member in the Little Traverse Bay Bands of Odawa Indians, such final order shall contain a provision prohibiting the adoptive parent from disenrolling or failing to enroll the child.

B. **Effect of Final Order of Adoption**. Upon entry of the final order of adoption, the adoptive parent shall from that date forward have the same legal relationship with, authority over, and responsibility for, the adopted child as would a biological parent over a child. From that date forward the biological parent shall have no legal relationship to the child, and the parent and child's biological family shall have no legally enforceable right to visit the child except as stated in a Court ordered open adoption agreement under Section VI [5.306].

C. **Tribal membership**. Unless otherwise specified in Tribal law, membership rights are determined by the child's biological family, and are not affected by adoption of the child.

(Source: WOS 2000-09, July 23, 2000, Section VIII)

5.309 RETURN OF CHILD TO PARENT

If for any reason petitioner is unable or unwilling to carry through with the adoption, the Court shall order the child returned to the care and custody of the child's biological parent unless the

child is also placed outside of parental care pursuant to an involuntary proceeding under the Child Welfare Code (WOTC 5.101 *et seq.*).

(Source: WOS 2000-09, July 23, 2000, Section IX)

5.310 ADOPTION RECORDS

Until the adoptee reaches the age of eighteen, records of adoption proceedings may only be accessed by the adoptive parent or subsequent legal guardian of the child for good cause, which shall include family related medical information, and by the Tribal Enrollment Department or enrollment departments of other Indian tribes, to the extent necessary to confirm eligibility for enrollment. Enrollment Departments shall keep such records strictly confidential. At any time after reaching the age of eighteen, the adoptee may review and/or copy any records in his/her adoption file.

(Source: WOS 2000-09, July 23, 2000, Section X)

Chapter 4. Juvenile Justice

5.401 SHORT TITLE

A. This Statute shall be entitled "The Juvenile Justice Statute". It repeals and replaces the Waganakising Odawak Statute 2006-013. This Statute shall comply with all provision of the Little Traverse Bay Bands of Odawa Indians Constitution.
(Source: WOS 2007-011, January 3, 2008, Section I)

5.402 PURPOSE

The Little Traverse Bay Bands of Odawa Indians, referred to in this Statute as "the Tribe", has determined that:

A. Juveniles are valuable Tribal resources, and that the welfare of juveniles is a vital concern of the Tribe;

B. It is essential that Tribal resources, identity, and culture be preserved by providing for enhancement and strengthening of the family as the primary means of securing a vital Tribal community.

C. The best interests of the Tribe and its juveniles are served when the juveniles of the Tribe receive the care and guidance necessary for their spiritual, emotional, mental, and physical development, all of which will prepare them to become contributing Citizens of the Tribe;

D. When concerns involving juveniles arise, the Tribal Court, with advice from the Tribal Community Justice Coordinator, is best able to resolve the concerns and provide juveniles with the care and guidance that is necessary for their well-being;

E. Tribal Court, whenever practical, is preferable to state court for consideration of matters involving juveniles;

F. When the Court must make a placement outside of the home, the best interests of the Tribe and its juveniles are served by providing for their care and placement in an environment which will ensure that juveniles receive the care and guidance necessary for their spiritual, emotional, mental, and physical development; and

G. When concerns involving juveniles arise, the best interests of the community are served if the Tribal Court has jurisdiction over all persons in the family or household who is a part of the concern giving rise to the jurisdiction, or who may be part of the solution to the concerns.

(Source: WOS 2007-011, January 3, 2008, Section II)

5.403 DEFINITIONS

For purposes of this Statute, the following definitions shall apply:

A. **"Adult"** means a person eighteen (18) years of age or older.

B. **"Citizen"** means an enrolled member of the Little Traverse Bay Bands of Odawa Indians.

C. **"Community Justice Coordinator"** means the staff person within the Tribal Court system whose duties include those described in this Statute.

D. **"Counsel"** means any licensed attorney admitted to practice in Tribal Court, who as an officer of the Court provides legal assistance to any party during the course of any proceeding under this Statute.

E. **"Custodian"** means one who has physical custody of a juvenile and is providing food, shelter, and supervision to that juvenile.

F. **"Delinquent Act"** means any act by a juvenile identified under the "Juvenile Offender" and "Juvenile in Need of Supervision" definitions of this Statute.

G. **"Detention"** means the placement of a juvenile in a physically restrictive facility.

H. **"Diversion"** means a method of dealing with a juvenile without the need of a formal court proceeding.

I. **"Guardian"** means a person other than the juvenile's parent, appointed by a court of competent jurisdiction, who is legally responsible for that juvenile.

J. **"Incident Report"** means a report to the Prosecuting Attorney containing allegations indicating that a juvenile under the jurisdiction of the Tribe has committed a delinquent act.

K. **"Juvenile"** means a person under eighteen (18) years of age.

L. **"Juvenile Offender"** means any juvenile who commits the following acts:

1. A violation of any Tribal criminal statutes;

2. Possession or consumption of alcohol or tobacco (this does not include the use of tobacco for traditional purposes).

M. **"Juvenile in Need of Supervision"** means any juvenile who commits the following acts:

1. A juvenile who repeatedly absents himself or herself from school or other learning program intended to meet the juvenile's educational needs, or repeatedly violates rules and regulations of the school or other learning program;

2. A juvenile who repeatedly disobeys reasonable and lawful commands or directives of his parent, legal guardian, or other custodian; or

3. A juvenile who willfully and voluntarily absents himself from his or her home without the consent of his or her parent, guardian, or other legal custodian.

N. **"Juvenile Petition"** means the formal instrument that commences proceedings in the Court.

O. **"Least Restrictive Alternative"** means restrictions placed on the juvenile must be reasonably related to the Court's objective of correcting the delinquent behavior, and must be the least intrusive manner of achieving that objective.

P. **"Notice"** means the method by which the Court informs the parties, attorneys, and others of the date, time, and place of proceedings to be conducted by the Court.

Q. **"Parent"** means the mother, father or legal guardian of a juvenile who has the responsibility for the health, welfare, care, maintenance and supervision of the juvenile at the time the juvenile allegedly committed the delinquent act.

R. **"Reservation"** means as defined in the Constitution, *"all lands within the boundaries of the reservations for the Little Traverse Bay Bands of Odawa Indians as set out in Article I, paragraphs third and fourth of the Treaty of 1855, 11 Stat. 621, plus any lands set our in Articles Second and Third of the Treaty of March 28, 1836, 7 Stat. 491, in the event that the 1836 reservation is determined to include lands which are not included within the 1855 reservation, plus any lands outside of those boundaries which are now or in the future declared to be Little Traverse Bay Bands of Odawa Indians reservation by the U.S. Department of Interior."*

S. **"Summons"** means the instrument with which the Court directs a party to appear before the Court.

T. **"Tribal Land"** means the Reservation, held in trust for the benefit of the Tribe by the United States, any land in which the Tribe has a beneficial ownership interest, and all land designated as Indian Country in 18 USC 1151.

(Source: WOS 2007-011, January 3, 2008, Section III)

5.404 JURISDICTION AND COURT AUTHORITY

A. **Statement of Jurisdiction .** The Tribal Court system shall have jurisdiction over juvenile offenders and juveniles in need of supervision proceedings, if the juvenile is:

1. A member of a Federally Recognized Indian Tribe; and

2. The alleged offense occurred on Tribal land;

3. The juvenile's primary residence is on Tribal lands and the juvenile commits an offense while on a Tribally-sponsored event off Tribal lands; or

4. A case is transferred to Tribal Court from any state or tribal court, unless the Court transfers jurisdiction to the Adult Division of the Court, pursuant to Section VII(H) of this Statute; or

5. Not a member of a Federally Recognized Indian Tribe, but whose primary residence is on Tribal trust land and the alleged offense occurred on Tribal land.

B. Jurisdiction over the Family/Household. The Tribal Court shall have jurisdiction over all members of the family or household who are a part of the concerns giving rise to jurisdiction, or who may be a part of the solution to the concerns.

C. Transfers from Other Courts. The Tribal Court may accept transfers of a case from any other court if the alleged juvenile offender or juvenile in need of supervision is a Tribal member, or is a non-member juvenile who resides on Tribal trust lands.

D. Transfers to Other Courts. The Tribal Court may transfer a case to another court if the alleged offense occurred on Tribal land and the alleged juvenile offender or juvenile in need of supervision does not reside on Tribal land, and the other court is willing to accept transfer.

E. Adjudication Classification. No adjudication of the status of any juvenile under the jurisdiction of the Court shall be deemed criminal, unless the Court refers the matter to the Adult Division of the Court.

F. Closed Proceedings. Juvenile proceedings shall be closed to the general public to protect the privacy interests of the individuals and families involved.

G. Authority to Cooperate. The Court is authorized to cooperate with any court or federal, state, tribal, public, or private agency; to participate in any diversion, rehabilitation, training programs, or other service programs; and to receive grants-in-aid to carry out the purposes of this Statute.

H. Least Restrictive Alternative. The least restrictive alternative applies to all placement disposition actions taken by the Court under this Statute.

I. Court Records.

1. A record of all hearings under this Statute shall be made and preserved.

2. All Court records shall be confidential, and shall only be open to review by the following:

a. The juvenile or his legal representative;

b. The juvenile's parent(s), guardian, custodians or their legal representatives;

c. The Tribal Prosecutor;

d. The Tribal Community Justice Coordinator;

e. The Court staff;

f. The Judge or Justices involved in the case; and

J. Sealing Court Records. When a juvenile who has been the subject of any proceeding before the Court attains his/her twenty-first (21st) birthday, the Court shall seal both the Court and law enforcement records relating to that juvenile.

K. Civil Contempt of Court as applicable to this statute only .

1. Willful disobedience of, or willful interference with an order of the Court constitutes contempt of court.

2. The Court may fine an adult for contempt of court with a fine not to exceed one hundred dollars ($100.00). **3.** A juvenile may be fined for contempt of court with extension of probation, additional probation conditions, and a fine not to exceed one hundred dollars ($100.00),

L. Medical Examination. The Court may order a psychiatric or psychological examination of a juvenile who is alleged to be a juvenile offender or juvenile in need of supervision if issues of competence to stand trial or insanity are raised by the defense, or for any other reason that the Court deems appropriate. Reports shall be available to the defense and prosecuting attorney.

M. Fingerprints. If latent fingerprints are found during the investigation of an offense and a law enforcement officer has reasonable grounds to believe that the fingerprints are those of a juvenile in custody, the officer may fingerprint that juvenile for the purpose of immediate comparison with the latent fingerprints; provided that the law enforcement officials have obtained the written approval of the Court prior to the taking of prints. Copies of the fingerprints shall be immediately destroyed if the comparison is negative or if a juvenile petition is not filed against the juvenile.

N. Appeal.

1. For purposes of appeal, a record of the proceedings shall be made available to the juvenile, the juvenile's parent (s), guardian, custodian or legal representative. The party seeking the appeal shall pay costs of obtaining this record.

2. Any party to a Court hearing may appeal a final order or disposition of a case by filing a written notice of appeal with the Court within twenty-eight (28) days of the final order of disposition.

3. All appeals shall be conducted in accordance with applicable Tribal statutes and court rules.

(Source: WOS 2007-011, January 3, 2008, Section IV)

5.405 PROCEDURAL RIGHTS; NOTICE REQUIREMENTS

A. Applicability. The notice and procedural rights listed in this Chapter shall be afforded parties in each of the following proceedings:

1. Preliminary Hearing under Section VII(G);

2. Transfer to the Adult Division of Tribal Court under Section VII(H);

3. Trial under Section VII(J); and

4. Disposition Hearing under Section VII(N).

B. Notice

1. Notice of proceedings shall be given to:

a. The juvenile;

b. The juvenile's parent(s), guardian, custodian or legal representative; and

c. All legal counsel of record.

2. Notice shall be given when a time for the proceedings has been established; provided at least ten (10) days is given before any non-preliminary hearing except in cases of emergency; provided further that notice is given as soon as possible in the case of a preliminary hearing or in the event of an emergency.

3. The notice shall contain:

a. The name of the Court;

b. The title of the proceeding;

c. A brief statement of the substance of the allegations against the juvenile;

d. The date, time, and place of the proceeding; and

e. A statement of the right to counsel, as set forth in Section V(D) of this Statute.

C. Summons

1. At least ten (10) days prior to a trial or disposition hearing, the Court shall issue summons to:

a. The juvenile;

b. The juvenile's parent(s), guardian, legal representative, or custodian;

c. Any person the Court believes necessary for proper adjudication of the matter(s) before the Court; and

d. Any person the juvenile believes necessary for proper adjudication of the matter(s) before the Court; subject to the Court's discretion.

2. The summons shall contain the name of the Court and title of the proceedings; and the date, time, and place of the hearing.

3. A copy of the juvenile Petition shall be attached to the summons.

4. The summons shall be served in the following order of preference:

a. Hand delivery to the person, by a Tribal Law Enforcement Officer or appointee of the Court;

b. First (1st) Class mail, if the summons cannot be served upon the person; or

c. By the following method[s], if the Tribal Court feels it would be likely to provide actual notice to the Respondent:

i. Service upon relatives, neighbors, friends, or others who are likely

to know the Respondent's whereabouts. If the person, who receives the summons, denies knowledge of the party's whereabouts, such service shall not be deemed adequate;

ii. Service by legal notice in a daily publication or mailing of the Tribe circulated to the Tribal membership; and by posting the legal notice at the Tribal center; or

iii. Service by legal notice in a daily newspaper in the county of Respondent's last known residence for a three (3) day period, the last day of which is at least ten (10) days prior to the hearing; and by posting the legal notice at the Tribal center.

5. If a person who has been issued a summons fails to appear at the hearing, the Court shall hold the person in contempt of court, unless good cause is shown why that person did not appear.

D. Rights of Parties.

1. Right to Counsel:

a. The Judge shall inform the juvenile, the juvenile's parent(s), guardian, or custodian of their right to retain counsel by reading the following statement: "you have a right to have an attorney represent you at this hearing. However, you or your family must pay any fees for such representation."

b. If the parties are unable to pay for an attorney, the Judge shall make known to them any available services providing representation of which the Judge is aware.

c. If the parties appear at the hearing without an attorney, the Judge may grant a continuance if they need additional time to seek an attorney.

2. The right to a trial by a Judge (bench trial).

3. The juvenile need not be a witness against him/herself and no inferences can be made if the juvenile exercises the right to remain silent.

4. A parent, guardian, or custodian may not be compelled to give testimony against him/herself or against the juvenile, consistent with the Tribal Constitution and the Indian Civil Rights Act.

5. The Court shall give the juvenile, the juvenile's parent(s), legal representative, or custodian, the opportunity to introduce evidence, to be heard on their, own behalf, and to examine all witnesses.

(Source: WOS 2007-011, January 3, 2008, Section V)

5.406 PARENTAL RESPONSIBILITY

A. Parental Responsibility.

1. The parent of any juvenile has a continuous responsibility to exercise reasonable control and supervision over the juvenile and prevent the juvenile from committing or participating in the commission of any delinquent act.

2. The parental responsibility to exercise reasonable control includes, but not limited, to the following duties:

a. To keep drugs out of the home and out of the possession of the juvenile, except those drugs duly prescribed by a licensed physician or other authorized medical professional;

b. To keep firearms out of the possession of the juvenile except those used for hunting in accordance with Tribal, local and state law governing juveniles hunting under the supervision of an adult;

c. To know the curfew law of the Little Traverse Bay Bands of Odawa Indians and require the juvenile to observe the curfew laws;

d. To require the juvenile to attend regular school sessions and to prevent the juvenile from being absent from school without parental or school permission;

e. To prevent the juvenile from maliciously or willfully damaging, defacing or destroying real or personal property belonging to others, including that belonging to any governmental entity of the Tribe;

f. To prevent the juvenile from engaging in theft of property or keeping in his or her possession property known to be stolen;

g. To ensure the juvenile adheres to the rules of safety and regulation regarding use of any four or two-wheeled recreational vehicles; and

h. To make reasonable efforts to prevent the juvenile from possession or consumption of alcohol.

B. Notification of Parent and Court. If a juvenile is arrested or detained by Tribal Law Enforcement, Tribal Law Enforcement shall notify the juvenile's parent, guardian, or custodian and the Court as soon as reasonably possible. Tribal Law Enforcement shall maintain a record of their notification efforts.

C. Violation and Penalty.

1. If the juvenile of a parent residing within the jurisdiction of the Tribe commits a delinquent act, the parent shall be guilty of a violation of this Section if:

a. It is proven that any action, word or non-exercise of parental responsibility by the parent encouraged, caused or allowed to occur the commission of the delinquent act by the juvenile; or

b. It is proven that the parent knew or reasonably should have known that the juvenile was likely to commit a delinquent act, but failed to take timely and appropriate action to prevent the commission of the delinquent act by the juvenile. If at any time within forty-five (45) days following the giving of notice as provided in section C. above, the juvenile to whom said notice related or applied commits a delinquent act as provided in this article, it shall be presumed that the juvenile committed the delinquent act with the knowledge, allowance, permission or sufferance of the parent.

2. Any person in violation of any subsection of the Article may be subject ot a fine

assessed by the Court not to exceed five hundred ($500.00) dollars.

D. Recovery of Damages from Parents. Any party aggrieved by the actions of a juvenile, who has not been emancipated, may recover reasonable compensatory damages in Tribal Court against the parents or parent of the juvenile, living with his or her parents or parent, who has maliciously or willfully destroyed real, personal, or mixed property of a party, or who has maliciously or willfully caused bodily harm or injury to a person or an animal.

(Source: WOS 2007-011, January 3, 2008, Section VI)

5.407 JUVENILE PROCEDURE

A. Incident Report. Tribal Law Enforcement may file an Incident Report with the Tribal Prosecutor. The Incident Report shall contain:

1. Name, age, date of birth, address, name of custodial parent or guardian, Tribal affiliation, Tribal ID # if applicable;

2. A concise statement of the facts upon which the allegations are based, including the date, time, and location at which the alleged act(s) occurred; and

3. A list of witnesses known to the person who files the complaint.

B. Juvenile Petition. Proceedings under this Statute shall commence upon the filing of a juvenile petition by the Tribal Prosecutor on behalf of the Tribe. The juvenile petition shall include:

1. The name, birth date, address, Tribal affiliation and ID# if applicable.

2. The names and addresses of the juvenile's parent(s), guardians, or custodian;

3. Citation to the specific provision(s) of this Statute which gives the Court jurisdiction of the proceedings;

4. Citation to the Tribal criminal statutory provision(s) which the juvenile is alleged to have violated;

5. If the juvenile is in detention or shelter care, the place of detention or shelter care

and the time he/she was taken into custody;

6. A statement of the facts which brings the juvenile within the jurisdiction of the Court; and

7. A list of witnesses known to the Tribe upon filing of the juvenile petition.

C. Warrant. The Court may enter an order called a warrant, directing that a juvenile be taken into custody if:

1. The Court finds probable cause to believe that the juvenile committed the delinquent act alleged in the petition and there is probable cause to believe that the juvenile will fail to appear for a hearing on the matter; or

2. The juvenile is not taken into custody she/he is likely to endanger himself/herself or others.

D. Custody. A juvenile may be taken into custody by a law enforcement officer if:

1. The officer has reasonable cause to believe that a delinquent act has been committed and that the juvenile has committed the delinquent act; or

2. A warrant pursuant to Section VII (C) of this Statute has been issued for the juvenile.

E. Law Enforcement Officer's Duties. A law enforcement officer who takes a juvenile into custody, pursuant to Section VII (D) of this Statute, shall proceed as follows:

1. Explain the following rights to any juvenile taken into custody prior to questioning:

a. The juvenile has a right to remain silent;

b. Anything the juvenile says can be used against the juvenile in court; and

c. The juvenile has the right to the presence of his parent or guardian, and/or attorney during questioning.

d. Release the juvenile to the juvenile's parent(s), guardian, or custodian and give such counsel and guidance as may be appropriate, unless shelter care or detention is necessary because:

i. The juvenile is in danger of injury;

ii. Is pending placement; or

iii. The juvenile is under the influence of alcohol or controlled substances; or

iv. The juvenile will not cease illegal conduct and release is likely to result in injury to the juvenile or others.

e. If the juvenile is not released, an officer shall make immediate and recurring efforts to notify the juvenile's parent(s), guardian, or custodian to inform them that the juvenile has been taken into custody.

f. If the juvenile is not released, the juvenile shall be placed in detention or shelter.

F. Detention. A juvenile alleged to be a juvenile offender or juvenile in need of supervision may be detained pending a court hearing in an approved Tribal or State of Michigan detention facility.

1. A juvenile who is sixteen (16) years of age or older may be detained in a jail or other licensed detention facility, used for the detention of adults only if:

a. A facility in Section 1.606 is not available or would not assure adequate supervision of the juvenile;

b. Detention is in a cell separate from adults; and

c. Adequate supervision is provided twenty-four (24) hours a day.

2. A juvenile who is sixteen (16) years of age or older may also be detained in a jail or other licensed detention facility used for the detention of adults if that juvenile is intoxicated, provided that:

a. A juvenile detention facility is not immediately available or is not equipped to hold/supervise the intoxicated youth;

b. Detention is in a cell separate from adults; and

c. The juvenile is released as soon as he or she is sober, unless further detention under Section VII (E) is warranted.

G. Preliminary Hearing.

1. If a juvenile has been released to his/her parent(s), guardian, or custodian, the Court shall conduct a preliminary hearing within ten (10) days of the filing of the juvenile petition to determine whether probable cause exists to believe that the juvenile committed the alleged delinquent act(s).

2. If a juvenile is placed in custody or detention the Court shall conduct a preliminary hearing within seventy-two (72) hours of the placement for the purpose of determining:

a. Whether probable cause exists to believe that the juvenile committed the alleged delinquent act; and

b. Whether continued detention is necessary pending further proceedings.

c. If the juvenile's parent(s), guardian, or custodian is not present at the preliminary hearing, the Court shall make an inquiry into what efforts have been made to notify and to obtain the presence of the parent(s), guardian, or custodian. If it appears that further efforts are likely to produce the appearance of the juvenile's parent(s), guardian, or custodian, the Court shall recess for not more than twenty-four (24) hours and direct the Tribal Prosecutor to make continued efforts to obtain the presence of the juvenile's parent(s), guardian, or custodian, if it does not appear that further efforts are likely to produce the parent(s), guardian, or custodian, or if it appears that the parent(s), guardian, or custodian is/are unable or unwilling to provide effective support or guidance to the juvenile during the pendency of the juvenile offender or juvenile in need of supervision proceedings, the Court shall appoint an attorney to serve until adjudication and disposition of the petition.

3. The Court shall advise the juvenile as follows:

a. Explain the nature of the proceedings.

b. Read the allegations in the petition unless waived.

c. Advise the juvenile of right to an attorney.

d. Advise the juvenile of the privilege against self-incrimination and that any statement by the juvenile may be used against the juvenile.

e. Advise the juvenile that parents, guardians, or custodians may not be

compelled to give testimony against himself or herself or the juvenile.

f. Advise the juvenile that he or his legal representative may introduce evidence, to examine (confront) witnesses against him or her, and be heard on their own behalf.

g. The circumstances that gave rise to the juvenile petition and/or the taking of the juvenile into custody; and

4. If the juvenile admits the allegations in the juvenile petition, the Court shall proceed to the disposition hearing only if the Court finds:

a. The juvenile fully understands his/her rights as set forth in Section V(D) of this Statute and fully understands the potential consequences of his/her admission; and

b. The juvenile voluntarily, knowingly, and intelligently admits to all facts necessary to constitute a basis for Court jurisdiction.

5. If the juvenile denies the allegations in the juvenile petition, the Court shall hear testimony concerning:

a. The circumstances that gave rise to the juvenile petition and/or the taking of the juvenile into custody; and

b. The need for detention.

6. If the Court finds that probable cause exists to believe that the juvenile committed the delinquent act:

a. The juvenile shall be ordered to appear at a trial on a date and at a time set by the Court; and

b. The juvenile shall be released to his/her parent(s), guardian, or custodian unless the alleged act is serious enough to require detention. The Court may order the juvenile to detention, if:

i. There is reasonable cause to believe that the juvenile will run away and/or be unavailable for further proceedings; or

ii. There is reasonable cause to believe that the juvenile will commit a

serious act causing damage to persons or property.

7. If a juvenile is released to his parent(s), guardian, or custodian, the Court may impose conditions on the release which may include but not limited to: the posting of a bond; electronic monitoring; house arrest; travel restrictions; mandatory attendance at school; no contact with named individuals; or a juvenile may be prohibited from participating in non-essential Tribal programs or entering designated Tribal property.

8. The Court may release a juvenile to a relative or other responsible adult Tribal member, if the parent(s), guardian, or custodian consents to the release. If the juvenile is fourteen (14) years of age or older, the juvenile and the juvenile's parent(s), guardian, or custodian must consent to the release.

9. If the juvenile pleads guilty to the charges, the Court may take the plea under advisement and refer the juvenile to the Community Justice Coordinator for a pre-disposition investigation report. The Court will proceed with the disposition and place the juvenile on probation. If the juvenile successfully completes the terms and conditions of probation within the prescribed time, the Court may dismiss the matter without entering a judgment of disposition. If the juvenile does not successfully complete probation the Court will then enter a judgment of disposition into the records of the Court.

10. If the Court does not find probable cause to believe that the juvenile committed the alleged delinquent act, the petition shall be dismissed and the juvenile released.

H. Transfer to the Adult Division of Tribal Court.

1. If the juvenile is at least sixteen (16) years of age at the time of the alleged delinquent act, the Prosecutor shall have the option of filing the action as a juvenile offender proceeding or as an adult criminal matter. If the juvenile is between the ages of fourteen (14) and sixteen (16) and is alleged to have committed an act that would have been considered a crime if committed by an adult, the Prosecutor may file a petition requesting the Court to transfer the juvenile to the Adult Division of the Court. No juvenile under the age of fourteen (14) years of age shall be eligible for transferring to Adult Division of the Court.

2. The Court shall conduct a hearing to determine whether jurisdiction of the juvenile should be transferred to the Adult Division of the Court.

3. The Court shall hold a transfer hearing within ten (10) days after the petition to transfer to the adult division is filed.

4. Written notice of the transfer hearing shall be given to the juvenile and the juvenile's parent(s), guardian, legal representative, or custodian at least seventy-two (72) hours prior to the hearing

5. Prior to the hearing, the Tribe's Community Justice Coordinator shall be responsible for an investigation and the preparation of a written report to be submitted to the Court. .

6. The following factors shall be considered in determining whether to transfer jurisdiction of the juvenile to the Adult Division of the Court:

a. The seriousness of the offense and the offense would need to be violent in nature and considered a felonious crime if committed by an adult; and

b. The juvenile's age, mental and physical condition, past record of offenses, and responses to previous Court efforts at rehabilitation.

7. The Court may transfer jurisdiction of the juvenile to the Adult Division of the Court if the Court finds clear and convincing evidence that both of the following circumstances exist:

a. There are no reasonable prospects for rehabilitating the juvenile through resources available to the Court; and

b. The alleged offense is serious and constitutes a substantial danger to the public.

8. When a juvenile is transferred to the Adult Division of the Court, the Court shall issue a written transfer order containing reasons for the order. The transfer order constitutes a final order for purposes of appeal

I. Diversion.

1. The Tribal Prosecutor may choose to divert the juvenile rather than initiate a formal juvenile offender or juvenile in need of supervision proceeding.

2. The Tribal Prosecutor shall hold an informal conference with the juvenile and the juvenile's parent(s), guardian or custodian to discuss diversion in lieu of filing a juvenile

petition if:

a. The admitted facts bring the case within the jurisdiction of the Court;

b. Diversion of the matter would be in the best interests of the juvenile and the Tribe; and

c. The juvenile's parent(s), guardian or custodian voluntarily consents to the diversion after they have received an explanation of their rights.

3. This Section does not authorize the Tribal Prosecutor to compel involuntary action of the parties involved.

4. The Tribal Prosecutor and the Community Justice Coordinator shall set forth in writing the diversion agreed to by the parties.

5. Any disposition arranged through the diversion shall be concluded within six (6) months unless an extension is agreed to by all parties.

6. The Community Justice Coordinator shall file monthly progress reports with the Prosecutor. If at any time after thirty (30) days the Tribal Prosecutor concludes that positive results are not being achieved, the Prosecutor may file a juvenile petition pursuant to Section VII (B) of this Statute.

7. No statement made during the diversion process may later be admitted into evidence at a trial or any other proceeding against the juvenile under this Statute.

8. Upon successful completion of the diversion, The Community Justice Coordinator will notify the Tribal Prosecutor and no further action will be required.

J. Trial. The Court shall conduct a bench trial for the purpose of determining whether the Court has jurisdiction over the juvenile. The trial shall be closed to the public. The Court shall hear testimony concerning the circumstances that give rise to the juvenile petition.

K. Burden of Proof

1. If the allegations of the juvenile petition are sustained by proof beyond a reasonable doubt, the Court shall find that the juvenile is a juvenile offender and schedule a disposition hearing.

2. If the allegations of the juvenile petition are sustained by clear and convincing

evidence, the Court shall find that the juvenile is a juvenile in need of supervision and schedule a disposition hearing.

3. A finding that the juvenile is a juvenile offender or juvenile in need of supervision shall constitute a final order for purposes of appeal.

L. Trial Continuances. Continuances of a trial may be granted upon:

1. Motion of the juvenile for good cause shown; or

2. Motion of the Tribal Prosecutor that material evidence or witnesses are unavailable, a finding by the Court that the Tribal Prosecutor has exercised due diligence to obtain the evidence or appearance of witnesses, and reasonable grounds exist to believe that the evidence will become available or that the witnesses will appear.

M. Pre-disposition Report.

1. The Community Justice Coordinator shall prepare a written report describing all reasonable and appropriate alternative dispositions. The report shall contain a specific plan for the care of, and assistance to the juvenile, designed to resolve the problems presented in the juvenile petition.

2. The report shall contain a detailed explanation of the necessity for the proposed disposition and its benefits to the juvenile.

3. Preference shall be given to the disposition alternatives that are listed in Section VII (O). The alternative least restrictive of the juvenile's freedom, consistent with the interests of the Tribe, shall be selected.

4. If the report recommends placement of the juvenile somewhere other than with the juvenile's parent(s), guardian, or custodian, it shall state the specific reasons underlying its placement recommendation.

5. The Community Justice Coordinator shall review the pre-disposition report with the Court, the juvenile's legal representative, and the Tribal Prosecutor prior to the disposition hearing.

N. Disposition Hearing.

1. A disposition hearing shall take place not more than twenty-eight (28) days after the trial or after the admission of responsibility at the preliminary hearing

2. The Court shall take testimony and receive evidence concerning proper disposition at the hearing.

3. The Court shall consider the pre-disposition report submitted by the Tribe's Community Justice Coordinator. Prior to the hearing, the affected parties shall be given an opportunity to review all reports and supporting documentation. During the hearing, the parties shall have the opportunity to controvert the factual contents and the conclusions of any reports. The Court shall also consider the alternative predisposition report prepared by the juvenile or the juvenile's legal representative.

4. The judgment of disposition order shall constitute a final order for purposes of appeal.

O. Disposition Alternatives. The dispositional focus of a youth depends upon whether the youth is found to be a juvenile offender as defined in Section III (L) or a juvenile in need of supervision as defined in Section III (M) in all cases the Court shall look to methods of rehabilitation of both the juvenile and the family unit. The dispositional focus of a youth found to be a juvenile offender is the reformation and rehabilitation of the offender and the family as well as the reintegration of the juvenile offender into the community. The dispositional focus of a youth deemed to be a juvenile in need of supervision is to pursue the best interest of the youth while strengthening family and community solutions to the youth misconduct. If a juvenile has been found to be a juvenile offender or juvenile in need of supervision, the Court may make the following disposition for any term until the juvenile reaches the age of nineteen (19) and shall include rehabilitation services for the youth and his or her family, i.e. mental health, substance abuse, educational services, etc.:

1. Place the juvenile on probation subject to conditions set by the Court;

2. Place the juvenile in a detention and/or a treatment facility with an agency designated by the Court;

3. Order the juvenile to perform community service work at the direction of the Community Justice Coordinator;

4. Order the juvenile to pay restitution, court fines and court costs including costs related to detention, or to provide restorative services to the injured party or parties. The Court may access the juvenile's per capita trust or distributions, if otherwise allowed by the Tribe's Revenue Allocation Plan, to provide restitution upon the motion of the Tribal

Prosecutor or an aggrieved party based upon proper proofs offered at an evidentiary hearing; or

5. Order any other measure the Court deems necessary and proper to correct the behavior of the juvenile offender or juvenile in need of supervision to insure the safety of the community.

P. Modification of Disposition Order. A disposition order of the Court may be modified, for good cause, upon a showing of a change of circumstances. The Court may modify an order of disposition at any time, upon motion of the following:

1. The juvenile;

2. The juvenile's parent(s), guardian, or custodian;

3. The Tribal Prosecutor; or

4. The Tribal Community Justice Coordinator.

Q. Probation Supervision.

1. Probation/Diversion Responsibility. The Community Justice Office is supervised by the Court. The Community Justice Coordinator will be responsible for supervising probationers and juveniles released on pre-dispositional release. Terms of release or probation will be set by the Court upon recommendation of the Community Justice Coordinator.

2. Power to Take Into Immediate Custody for Violation of Pre-Dispositional Release. The Community Justice Coordinator may, upon direct knowledge or receipt of reliable information, take into immediate custody, a juvenile who has violated terms of pre-dispositional release.

3. Power to Take Into Immediate Custody for Probation Violation. The Community Justice Coordinator may, upon direct knowledge or reliable knowledge, take a probationer into immediate custody for violation of the terms of probation. The Community Justice Coordinator must file a motion for a Show Cause Hearing, listing the reasons for violation and the basis for violation.

4. Terms Subject to Modification. The Community Justice Coordinator or the Prosecutor may motion the Court to alter any term of probation at the discretion of the Community Justice Coordinator.

5. Facility Visits Discretionary. The Community Justice Coordinator may visit any juvenile who is in jail or in a treatment facility.

(Source: WOS 2007-011, January 3, 2008, Section VII)

5.408 SAVINGS CLAUSE

In the event that any section, subsection or phrase, this Statute is found by a court of competent jurisdiction to violate the Constitution, laws or ordinances of the Little Traverse Bay Bands of Odawa Indians, such part shall be considered to stand alone and to be deleted from this Statute, the entirety of the balance of the Statute to remain in full and binding force and effect so long as the overall intent of the Statute remains intact.

(Source: WOS 2007-011, January 3, 2008, Section VIII)

5.409 EFFECTIVE DATE

Effective upon the signature of the Executive, or 30 days from submission to the Executive Branch, or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2007-011, January 3, 2008, Section IX)

Chapter 5. Bullying Prohibition

5.501 PURPOSE

The purpose of the Statute is to prohibit the act of bullying on the lands of the Tribe.

(Source: WOS 2011-004, February 22, 2011, Section I)

5.502 DEFINITIONS

A. **"**Bullying" means the repeated use, by one or more minor and/or adults, of a written, verbal or a physical act or gesture or any combination thereof, directed at a victim that causes physical or emotional harm to the victim or damage to the victim's property or places the victim in reasonable fear of harm to themselves or damage to their property. Bullying can also be defined as the use of information and communication technologies to support deliberate, repeated, and hostile behavior by an individual or group that is intended to harm others.

B. "Minor" means a person under the age of 18 years.

C. "Tribe means the Little Traverse Bay Bands of Odawa Indians

D. "Tribal property" means property either owned of leased by the Tribe or property that is held in trust for the benefit of the Tribe.

E. "Victim" means a person whom bullying, retaliation or stalking has been perpetrated against.

(Source: WOS 2011-004, February 22, 2011, Section II)

5.503 PROHIBITION OF BULLYING

A. Bullying shall be prohibited on any Tribal property and shall be deemed a civil offense.

B. A law officer has the authority to issue a notice of violation citation when:

2. When the violation is committed in the officer's presence;

3. If an officer investigating the violation has reasonable cause to believe that the alleged perpetrator involved has committed a violation.

C. Retaliation against a person who reports bullying, provides information during an investigation of bullying, witnesses or has reliable information about bullying shall be prohibited and shall be deemed a civil offense.

D. Minors or adults who knowingly make a false accusation of bullying or retaliation shall be subject to a civil offense.

(Source: WOS 2011-004, February 22, 2011, Section III)

5.504 PARENTAL RESPONSIBILITY

A. The parent of any juvenile has a continuous responsibility to exercise reasonable control and supervision over the juvenile and prevent the juvenile from committing or participating in the commission of any bullying act.

B. A law officer has the authority to issue a notice of violation citation to parents for lack of reasonable control and supervision over their juveniles.

(Source: WOS 2011-004, February 22, 2011, Section IV)

5.505 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2011-004, February 22, 2011, Section V)

5.506 EFFECTIVE DATE

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2011-004, February 22, 2011, Section VI)

Chapter 6. Paternity and Custody

5.601 PURPOSE AND TITLE

The purpose of this Statute is to determine paternity and/or the custody and care of a child, less than eighteen (18) years of age, born to unmarried parents. The Tribe encourages the protection and preservation of the continuity of family, but recognizes that in the event of a child born to parents that live separately or later become separated, the care of the child needs to be established.

(Source: WOS 2015-010, June 17, 2015, Section I)

5.602 DEFINITIONS

A. "Child" or "Children" means a son(s) or daughter(s) considered in relation with the father or mother.

B. "Court" means the Little Traverse Bay Bands of Odawa Indians Tribal Court.

C. "Marriage" means the legal and voluntary union of two persons to the exclusion of all others.

D. "Parenting Time" means the time that the non-custodial parent spends with a child, and is often set according to a schedule as a result of a court order.

E. "Putative Father" generally means a man whose legal relationship to a child has not been established but who is alleged to be or claims that he may be the biological father of a child who is born to a woman to whom he is not married at the time of the child's birth.

F. "Territorial Jurisdiction of the Little Traverse Bay Bands of Odawa Indians" means *"areas referenced in Public Law 103-324, 25 USC Section 1300k-2(b)(2)(A) as the boundaries of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat.621."* Little Traverse Bay Bands Constitution, Article V(A)(1)(a).

G. **"Tribe"** means the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2015-010, June 17, 2015, Section II)

5.603 JURISDICTION

The Court shall have jurisdiction over determination of paternity and/or child custody, child support, and visitation where at least one (1) parent to the proceedings is a Tribal Citizen of the Little Traverse Bay Bands of Odawa Indians and has been a bona fide resident of the Tribal Jurisdiction for a period of at least one hundred eighty (180) days prior to the filing of the action.

(Source: WOS 2015-010, June 17, 2015, Section III)

5.604 ESTABLISH PATERNITY

A. Presumption that the Father is the Putative Father if either of the following occurs:

1. He and the child's mother are or were married to each other and the child is born during the marriage.

2. With his consent, he is listed as the father on the child's birth certificate and he has acknowledged his paternity in writing by and has signed an Affidavit of Parentage along with the mother's signature.

B. If the presumption is disputed then the person establishing or denying paternity may request a court order for DNA testing.

(Source: WOS 2015-010, June 17, 2015, Section IV)

5.605 AUTOMATIC CUSTODY

An unmarried mother, who gives birth to a child, shall have full legal and physical custody from the time the child is born, unless the Putative Father has established paternity.

(Source: WOS 2015-010, June 17, 2015, Section V)

5.606 CHILD CUSTODY, VISITATION AND SUPPORT

A. After paternity is established, the Court shall have the authority to determine the custody of any child less than eighteen (18) years of age. Custody is the care, control and maintenance of a child which includes legal and physical custody.

1. Legal custody is the decision making authority.

2. Physical custody is the caregiving authority.

B. The Court shall have jurisdiction to award custody of a minor child to one of the parents, or both of the parents.

C. The court must order joint physical custody of a child to both parents unless the court determines that joint physical custody is not in the best interests of the child as set forth in this Statute.

D. A person who is giving legal custody may make important life decisions for a child, such as health care, education, child care and general welfare.

1. Joint legal custody gives both parents the right to make these decisions.

2. Sole legal custody gives one parent all decision-making responsibilities.

E. A person who is giving physical custody has actual physical residency of a child.

1. Joint physical custody means that each parent will have specific times with a child.

2. Sole physical custody means that one parent provides for the day-to-day care for the child and the non-custodial parent may be given parenting time.

F. In determining the best interest of the child, the Court shall consider all relevant factors including:

1. The love, affection, and other emotional ties existing between the parent involved and the child.

2. The capacity and disposition of the parent to give the child love, affection, and guidance and to continue the child's education.

3. The capacity and disposition of a parent, for reasons other than poverty, to provide adequate food, clothing, shelter, medical care, education, or supervision necessary for the child's health and well-being.

4. The ability of a parent to provide a stable and satisfactory environment for the child.

5. The mental and physical health of the parent.

6. The home, school, and community record of the child.

7. The wishes of the child may be weighed by the Court, but are not controlling to the Court's decision. The Judge will meet with the child in his or her chambers to discuss the child's wishes.

8. The interaction and interrelationship of the child with siblings and any other person who may significantly affect the child's best interest.

9. The willingness and ability of each of the parent to facilitate and encourage a close and continuing parent-child relationship between the child and the other parent.

10. Domestic violence, regardless of whether the violence was directed against or witnessed by the child.

11. Any other factor considered by the court to be relevant to a particular child custody dispute.

G. The Court shall not consider conduct of a proposed custodian that does not affect his or her relationship to the child.

H. The Court shall have no presumption that one parent is better suited to be a custodian because of gender.

I. Differences in financial circumstances alone shall not be a deciding factor in the determination of custody.

J. The Court shall have the authority to require the non-custodial parent to pay such sum as the Court may determine appropriate and proper for the support and maintenance of the child.

K. The Court shall designate visitation for the non-custodian parent or parent(s) and shall provide for the foster and expansion of the relationship between the non-custodial parent(s) and the child whenever possible, unless the Court finds, after a hearing, that visitation would endanger seriously the child's physical, mental or emotional health.

L. The Court, upon petition of either parent to whom custody or visitation of the minor child may be awarded, may revise, amend or alter any order concerning the care, custody, support or visitation rights with any child consistent with the best interests of the child.

M. Changes in domicile where the custodial parent wants to move out-side of the Tribal Territorial Jurisdiction, shall require prior Court approval. The Court shall consider the following factors:

1. Consent of both parents.

2. Prospective advantages of the move for improvement of the general quality of life for the custodial parent and child.

3. The likelihood of the custodial parent complying with the Tribal Court Order once he or she in no longer resides within the Tribal Territory.

4. The extent to which there will be a realistic opportunity for non-custodial visitation which can continued to foster the relationship between the non-custodial parent(s) and the child.

N. Both custodial and non-custodial parents shall notify the Court of any changes in domicile or residency.

O. When the Court has ordered periodic support payments under this code, and the parent does not pay as ordered, the Court shall use the same methods to collect these payments as it would to enforce any money judgment in a civil action, including contempt.

(Source: WOS 2015-010, June 17, 2015, Section VI)

5.607 TEMPORARY INTERIM ORDERS

A. The Court may issue temporary orders during the pending of all proceedings involving child custody, child support and visitation.

B. Such orders may be granted upon the motion of either parent or on the Court's own motion. A hearing shall be held prior to the issuance of such orders, unless the Court determines that an emergency exists or a parent cannot be found, in which case such orders may be issued ex-parte.

C. Emergency may be interpreted to include, but not limited to:

1. A danger of physical abuse to the spouse or child.

2. Severe emotional abuse.

3. A lack of means for interim subsistence.

4. Danger that child will be removed from jurisdiction.

D. If the initial order is issued ex-parte, a full hearing on the temporary order shall be held within fourteen (14) days.

(Source: WOS 2015-010, June 17, 2015, Section VII)

5.608 ENFORCEMENT

When either parent fails willfully to comply with an order of the Tribal Court, the other parent may file a petition with the Court alleging such failure. The Court shall then issue notice to the parent, which shall include a copy of the petition, and set a date for the hearing. At the hearing, the Court shall take testimony as to the alleged failure to comply with its order, and issue any order which it shall deem just and proper under the circumstances.

(Source: WOS 2015-010, June 17, 2015, Section VIII)

5.609 SAVING CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws, ordinances or statutes of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2015-010, June 17, 2015, Section IX)

5.610 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2015-010, June 17, 2015, Section X)

TITLE VI. GOVERNMENT AND ADMINISTRATION

Chapter 1. Legislative Procedures

Codification Note: This repeals and replaces WOS 2005-10 and WOS 2013-011 Amendment

6.101 PURPOSE

This Statute establishes uniform terminology and procedures for the consideration, enactment, certification, naming, numbering and filing of legislation, and authorizes the Executive power of veto. This Statute repeals and replaces Waganakising Odawak Statute 2005-10 and WOS 2013-011, or as amended.

(Source: WOS 2018-007, May 17, 2018, by veto override, Section I)

6.102 DEFINITIONS

A. "Business Day" means generally Monday through Friday, except for holidays, or when the office is closed for Emergency Closing.

B. "Emergency Closing" means when the office is closed for events related to severe weather, fires, or power failures, or other safety or welfare conditions.

C. "Executive" means the Executive Branch of government under Article VIII of the Constitution the power of which is vested in the Tribal Chairperson and the Vice-Chairperson.

D. "LTBB" or "Tribe" means the Little Traverse Bay Bands of Odawa Indians.

E. "Proposed Statute" means a new Statute or an amendment to an existing Statute.

F. "Sponsor" or "Sponsoring" means the Tribal Council member who is proposing the draft Statute for consideration of Tribal Council.

G. "Tribal Citizen" means an enrolled member of the Little Traverse Bay Bands of Odawa Indians.

H. "Tribal Council" or "Council" means the elected body of the Little Traverse Bay Bands of Odawa Indians to carry out legislative powers under Article VII of the Constitution.

I. "Tribal Council Agenda" means agenda that is approved by Tribal Council motion at a Tribal Council meeting where a quorum is present.

J. "Tribal Website" means the LTBB governmental website, http://www.ltbbodawa-nsn.gov.

(Source: WOS 2018-007, May 17, 2018, by veto override, Section II)

6.103 TERMINOLOGY

A. Statutes that are enacted by Little Traverse Bay Bands of Odawa Indians shall be titled "Waganakising Odawak Statute".

B. Each enacted Statute will receive a unique number. The unique number shall be a seven (7) digit number. The first four (4) digits will be the year of the enactment. The last three (3) digits will specify the chronological order in which Statutes are enacted in a given year, separated by a hyphen. For example, the first Statute passed in 1996 will be Waganakising Odawak Statute 1996-001.

(Source: WOS 2018-007, May 17, 2018, by veto override, Section III)

6.104 PROPOSED STATUTES and SPONSORS

A. A Tribal Council member, at a Regularly Scheduled Tribal Council meeting, may request a proposed Statute to be placed of the agenda for posting on the LTBB website. Such proposed Statutes may be in the form of an amendment to an existing Statute or a new Statute. All proposed Statutes shall include the name of the sponsoring Tribal Council member(s).

B. A Tribal Citizen may propose a Statute or an amendment to an existing Statute. Tribal Council will have sixty (60) days to consider whether or not to post the proposed Statute to the LTBB website.

C. After sixty (60) days, any Tribal Council member may choose to sponsor the proposed Statute. The sponsoring Tribal Council member(s) and Tribal Citizen(s) names shall be included with the posting on the LTBB website.

(Source: WOS 2018-007, May 17, 2018, by veto override, Section IV)

6.105 POSTING OF PROPOSED STATUTES for PUBLIC COMMENT

A. All proposed Statutes shall be posted to the LTBB website for a minimum of twenty-five (25) days for public comment. Written comments will be submitted to Tribal Council for consideration prior to passage of a proposed Statute. Verbal comments will be heard at any Regularly Scheduled Tribal Council meeting, during a Public Comment period.

B. If at any time there is substantial changes to the proposed Statute, Tribal Council may repost the proposed Statute to the Tribal website. For Statutes that are reposted, Tribal Council may take action sooner than a minimal of twenty-five (25) days of posting.

C. Proposed Statutes shall automatically be removed from posting on the LTBB website, if any of the following occur:

1. Not approved by Tribal Council after three-hundred and sixty-five (365) days of posting on the website.

2. Not approved by Tribal Council after being placed on a Tribal Council agenda and the motion for passages either fails or the motion fails for lack of support.

(Source: WOS 2018-007, May 17, 2018, by veto override, Section V)

6.106 EMERGENCY STATUTES

In the event that immediate legislative action is absolutely necessary to preserve or promote the rights or resources of the Tribe or its Citizens, a Statute may be passed at the same meeting that it is introduced, or at a special meeting called for that purpose. However, such emergency Statutes shall require a unanimous vote of all Tribal Council members present at such meeting where no more than one sitting Tribal Council member is absent.

(Source: WOS 2018-007, May 17, 2018, by veto override, Section VI)

6.107 CERTIFICATION

Proof of passage of a Tribal Statute shall be by written certification signed by both the Tribal Legislative Leader and the Tribal Secretary. The certification shall state at a minimum the date of passage, that a quorum of the Council was present, and a roll call record of the vote.

(Source: WOS 2018-007, May 17, 2018, by veto override, Section VII)

6.108 SUBMISSION TO EXECUTIVE

A. Upon passage and certification of a Statute by the Tribal Council, the Tribal Council Secretary or designee shall send the certified original to the Executive for signature. Statutes shall be enacted into law upon approval by signature of the Executive, or if not expressly vetoed by the Executive within thirty (30) days of submission to the Executive.

B. If the Executive approves the Statute, then the Executive shall indicate such by either a dated signature or a dated stamp mark on the certified original document. If the Executive vetoes the Statute, then Executive shall indicate such by either a dated signature or a dated stamp mark on the certified original document.

C. The Executive shall submit the certified original document with either the dated approval or dated veto to the Legislative Office by the next business day that the Tribal Offices are open.

D. If the Executive vetoes a proposed Statute, the Statute shall not become enacted law unless the Tribal Council, by an affirmative vote of seven (7) members of the Tribal Council, votes to override the veto.

E. The vote of Tribal Council to override a veto shall occur within ninety (90) days of receipt of the veto from the Executive. If Tribal Council fails to act on the veto override within this set time period, the veto shall stand.

F. The vote by Tribal Council to override the veto shall only occur if there are seven (7) Tribal Councilors present at the time of the vote.

G. Tribal Council shall only vote one time to override the veto. If the vote for the veto override fails, then the veto stands.

(Source: WOS 2018-007, May 17, 2018, by veto override, Section VIII)

6.109 INITIATIVE AND REFERENDUM

The process for initiative and referendum is set out in Article XIV of the LTBB Constitution.

(Source: WOS 2018-007, May 17, 2018, by veto override, Section IX)

6.110 COMPILATION

A. All enacted Statutes of the Little Traverse Bay Bands of Odawa Indians shall be listed in chronological order on the LTBB website and shall also be available in chronological order at the Legislative office.

B. One original signed copy of the enacted Statute shall be kept in the Legislative office and one original signed copy shall be kept in the Executive office.

C. A codified version of the current laws will also be available on the Tribal website.

(Source: WOS 2018-007, May 17, 2018, by veto override, Section X)

6.111 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2018-007, May 17, 2018, by veto override, Section XI)

6.112 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2018-007, May 17, 2018, by veto override, Section XII)

6.113 OTHER RELATED STATUTES

See WOS 2015-019 Administrative Procedures Act, and WOS 2010-009 Public Documents Statute, or as may be amended.

(Source: WOS 2018-007, May 17, 2018, by veto override, Section XIII)

Chapter 2. Administrative Procedures Act

6.201 PURPOSE

This Administrative Procedures Statute is hereby enacted to establish a standard set of requirements for Executive Branch and Legislative Branch for Regulations; Administrative and Departmental Procedures; Executive Mandates and Directives; Legislative Directives and Resolutions and Tribal Councilor Special Tributes and Declarations. This statute shall repeal and replace the Administrative Procedures Statute WOS 2005-015, WOS 2006-28 and Amendment WOS 2011-014.

Codification Note: Including Repeal and Replace WOS 2008-001 Previous Statute

(Source: WOS 2015-019, October 12, 2015 Section I)

6.202 DEFINITIONS

A. "Administrative Procedures" means procedures required by a statute or regulation to clarify the implementation of a statute or regulation. These procedures shall not be a rewrite of the statute but define how an office or officer will implement the daily activities of a statute such as applications procedures and forms for a Tribal program.

B. "Business day" means any day of the week that Tribal Governmental Offices are open.

C. "Departmental Procedures" shall mean procedures not required by statute or regulation.

D. "Constitution" or "Tribal Constitution" means the Constitution of the Little Traverse Bay Bands of Odawa Indians as adopted on February 1, 2005, and any amendments thereto.

E. "Executive Directive" means a directive issued by the Tribal Chairperson that establishes basic internal rules of procedure, or guidelines for Executive departments and employees and does not impact Tribal Citizens or entities out-side of the Executive Branch.

F. "Legislative Directive" means a directive issued by the Tribal Council that establishes basic internal rules of procedure, or guidelines for Tribal Council or Legislative employees and does not impact Tribal Citizens or entities out-side of the Legislative Branch.

G. "Tribal Regulations" means regulations that implement a statute

H. "Tribal Code of Regulations**"** means the codification of the approved Tribal Regulations.

I. "Tribe" means the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2015-019, October 12, 2015, Section II)

6.203 TRIBAL REGULATION

A. Regulations required by law shall be called Tribal Regulations.

B. The Tribal Executive shall develop Tribal Regulations to implement statutes that require regulations.

C. Tribal Regulations shall be developed within 120 days of enactment of a law.

D. Tribal Regulations shall be forwarded to the Tribal Council for approval.

E. The Tribal Executive shall ensure that the benefits provided Tribal Citizens are carried out even if Tribal Regulations have not been developed or approved.

(Source: WOS 2015-019, October 12, 2015, Section III)

6.204 REQUIREMENTS OF TRIBAL REGULATIONS

A. The Executive may develop Regulations for such Statutes that the Executive deems necessary for the implementation of the intent of the Statute and shall forward such Regulations to the Tribal Council in accordance with this Statute. Such Statutes that mandate regulations, the Executive shall draft and submit Regulations to the Tribal Council in accordance with this Statute.

B. Tribal Regulations shall reflect the intent of the law. Tribal Regulations shall be written in a manner that protects the best interests of the Tribal Citizens.

C. Tribal Citizens shall be provided an opportunity to comment on proposed regulations prior to approval by the Tribal Council.

D. Tribal Regulations shall clearly identify for whom they are intended to apply.

E. Tribal Regulations shall be written in language that is clear and easily understood by the individuals or agencies under the jurisdiction of the regulation.

F. Tribal Regulations shall be forwarded to Tribal Council for approval, in accordance with the Tribal Constitution, Article VII (D) (2).

1. Tribal Regulations shall be considered approved unless disapproved by Tribal Council within thirty (30) days of submission by the Executive.

2. Disapproved Regulations shall be sent to the Executive with an explanation of why they were disapproved.

(Source: WOS 2015-019, October 12, 2015, Section IV)

6.205 ADMINISTRATIVE PROCEDURES

A. Procedures required by law or regulation shall be called Administrative Procedures.

B. The Tribal Executive shall develop Administrative Procedures to implement statutes and regulations that require procedures.

C. Administrative Procedures shall be developed within 120 days of enactment.

D. Administrative Procedures required by a statute shall be forwarded to the Tribal Council for approval.

E. The Tribal Executive shall ensure that the benefits provided Tribal Citizens are carried out even if Administrative Procedures have not been developed or approved.

(Source: WOS 2015-019, October 12, 2015, Section V)

6.206 REQUIREMENTS OF ADMINISTRATIVE PROCEDURES

A. Administrative Procedures shall reflect the intent of the statute or regulation they are intended to implement. Administrative Procedures shall be written in a manner that protects the best interests of the Tribal Citizens.

B. Administrative Procedures shall clearly identify to whom they are intended to apply in whole or in part.

C. Administrative Procedures shall be written in language that will be clear and easily understood by the individuals or agencies under the jurisdiction of the regulation.

D. Administrative Procedures that require Tribal Council approval shall:

1. Be considered approved unless disapproved by Tribal Council within thirty (30) days of submission by the Executive.

2. Disapproved Administrative Procedures shall be sent to the Executive with an explanation of why they were disapproved.

(Source: WOS 2015-019, October 12, 2015, Section VI)

6.207 DEPARTMENTAL PROCEDURES

A. The Tribal Governmental offices, departments, and programs should develop Departmental Procedures to implement statutes and regulations that do not have a statutory requirement for procedures and when necessary to promote efficiency in their office.

B. Departmental Procedures are required to promote a fair and standard method of implementing daily activities of Tribal Departments.

C. Departmental Procedures shall reflect the intent of the program, statute or regulation they are intended to implement. Departmental Procedures shall be written in a manner that protects the best interests of the Tribal Citizenship.

D. Departmental Procedures shall clearly identify to whom they are intended to apply in whole or in part.

E. Departmental Procedures shall be written in language that is clear and easily understood

by the individuals or agencies under the jurisdiction of the regulation.

(Source: WOS 2015, 019, October, 12, 2015, Section VII)

6.208 EXECUTIVE MANDATES

A. The Tribal Executive is hereby mandated to publish all documents authorized by this statute on the Tribe's website. Additionally, any documents that required Tribal Council approval shall be posted on the Tribe's website for seven (7) business days to provide a method for Tribal Citizens to submit comments prior to approval by Tribal Council and the same shall be published within seven (7) business days after approval on the Tribe's web-site.

B. The Tribal Executive is hereby mandated to develop a standardized numbering system for Tribal Regulations to be adopted into a Tribal Code of Regulations, Administrative Procedures, and Departmental Procedures and establish a method of periodic review of approved regulations and procedures.

C. Tribal Regulations and Administrative Procedures may be presented for approval at the same time as their authorizing Statute.

D. The Tribal Executive Branch is hereby mandated to enforce all approved Tribal Regulations and to implement all required Administrative Procedures.

(Source: WOS 2015-019, October 12, 2015, Section VIII)

6.209 EXECUTIVE DIRECTIVES AUTHORIZED

The Executive is hereby authorized to use Executive Directives necessary for operation of the Executive branch. Directives do not carry the force of law and must be published on the Tribe's website in order for such Directive to be executed and carry authority.

(Source: WOS 2015-019, October 12, 2015, Section IX)

6.210 TRIBAL COUNCIL DIRECTIVES AUTHORIZED

The Tribal Council is hereby authorized to use Tribal Council Directives deemed necessary for operation of the Legislative Branch. Directive shall be approved by Tribal Council motion. Directives do not carry the force of law and must be published on the Tribe's website in order for such Directive to be executed and carry authority.

(Source: WOS 2015-019, October 12, 2015, Section X)

6.211 TRIBAL LAW

A. In accordance with the Tribal Constitution, Tribal Council passes laws. Laws shall be in the form of either a Resolution or Statute; or an amendment of the same.

B. Laws that are passed by Tribal Council shall be submitted to the Executive.

C. Laws shall be deemed enacted if not expressly vetoed by the Executive within thirty (30) days of submission. The Tribal Council may, by an affirmative vote of seven (7) members of the Tribal Council, override a veto by the Executive.

D. Tribal Council will exercise the following Constitutional powers by passing laws:

1. To exercise Tribal jurisdiction, including civil and criminal authority and the regulation of commerce.

2. To exercise the jurisdiction of the Little Traverse Bay Bands of Odawa Indians over Indian Child Welfare matters and all other domestic relations matters.

3. To govern the issuance of the Little Traverse Bay Bands of Odawa Indians charters of incorporation for economic or other purposes, and to regulate the activities of these corporations;

4. To exclude person(s) or other parties from Tribal lands;

5. To govern the encumbrance of Tribal lands or other intangible assets, and the encumbrance and disposition of non-real estate tangible assets;

6. To manage any and all economic affairs and enterprises of the Little Traverse Bay Bands of Odawa Indians that will further the economic development of the Tribe or its members.

7. To set the qualifications for appointees to committees, commissions, and boards.

8. To appropriate funds and enact a budget formulation process.

9. To levy taxes and govern the collection of taxes and license fees.

10. Enact laws regarding Membership and implementation of Membership provisions.

11. Enact compensations statutes for Tribal Council, Tribal Chair and Vice Chair, Judges and Appellate Judges, Election Board Members and Prosecutor and Assistant Prosecutors.

12. Enact laws regarding Open Meetings.

13. Enact laws for protecting the Office of the Prosecutor from inappropriate influence

14. Enact a law regarding removal of elected or appointed officials not listed in the Constitution for neglect of duties or intentional wrongdoing.

15. Enact a law requiring financial disclosure statements of candidates, and elected and appointed governmental officials.

16. Enact a law for official Tribal position in support or opposition to an issue or matter.

17. Any other duties that are required by the Constitution to be exercised through the use of laws.

E. Resolutions shall be certified by the Legislative Leader and Tribal Council Secretary that indicates that Resolution was passed at a meeting of Tribal Council where a quorum was present.

F. Resolutions that are submitted by the Executive shall take immediate effect upon approval of Tribal Council.

G. Laws that are enacted shall be codified into the Waganakising Odawa Code of Law, unless the Resolution has a limited effective date of less than one year such as Appropriations for a current fiscal year.

H. All laws, whether or not codified, shall be posted to the Tribal website.

(Source: WOS 2015-019, October 12, 2015, Section XI)

6.212 TRIBAL MOTION and CERTIFICATION

A. In accordance with the Tribal Constitution, Tribal Council shall transact official business by voting only at a meeting where a quorum of five Tribal Council members is present.

B. Tribal Council shall transact its official business through the use of voting on Motions.

C. Motions shall be made at a Regular, Special or Emergency Meetings, unless otherwise indicated by the Tribal Constitution.

D. Votes on Motions must be in person and proxy votes are not allowed unless otherwise indicated by the Constitution.

E. All Motions shall be reflected in the minutes indicating the person who made the motion, the person who seconded the motion and the result of the vote.

F. Only Motions that have a majority vote of the eligible voting Tribal Council members shall be considered the official action of the Tribal Council.

G. Tribal Council will exercise its official powers through the use of Motions, including but not limited to the following:

1. To approval or disapproval of policies, resolutions and regulations presented from the Executive branch.

2. To purchase, receive by gift, or otherwise acquiring of land, interests in land, personal property or other intangible assets.

3. To request for lands be placed in trust with the United States.

4. To approval of land use plans and zoning of lands.

5. To approval of leases for Tribally owned land and lands held in trust.

6. To approval of all sales, or dispositions of Tribal lands.

7. To employ or legal counsel.

8. To approval of the filing of lawsuits in the name of the Tribe as proposed by the Executive, provided; the Tribal Council may approve the filing of a lawsuit in the name of the Tribal without Executive concurrence by an affirmative vote of six (6) members of the Tribal Council.

9. To establish committees, commissions, and boards, and approve appointments as presented by the Executive.

10. To establish and maintain government offices for the Little Traverse Bay Bands of Odawa Indians.

11. To raise revenue.

12. To develop policies for receiving any grants, donations, or other funding from any person, corporation, municipality, government, or entity.

13. To establish such lower courts as may be deemed necessary upon request from the Judiciary.

14. To approve the creation or dissolution of Executive divisions or departments to promote and protect the peace, health, safety, education, and general welfare, including but not limited to cultural and natural resources.

15. To approve negotiations with any other governments, businesses or individuals.

16. To adopt rules of conduct to govern all levels of Tribal government.

17. To establish and procedures to provide access for review by any Tribal member or his/her authorized representative, who is a Tribal member, of the records of the Little Traverse Bay Bands of Odawa Indians.

H. Motions may be certified by the Legislative Leader and Tribal Council Secretary that indicates that the Motion was passed at a meeting of Tribal Council where a quorum was present.

(Source: WOS 2015-019, October, 12, 2015, Section XII)

6.213 TRIBAL COUNCILOR TRIBUTES AND DECLARATIONS

A. A Special Tribute is a document that acknowledges or recognizes a person(s) or organization with gratitude, respect or admiration for an action or accomplishment. One or more Tribal Councilors may sign onto a Special Tribute as individual Councilors. A Special Tribute shall not obligate or commit the Tribal Council in any manner. Special Tributes do not require formal action by the Tribal Council.

B. A Declaration is a formal written public statement in support or opposition of an issue or matter. Declarations shall be approved by Tribal Council motion.

C. Copies of all Special Tributes and Declarations shall be submitted to the Legislative Office for record keeping purposes and shall be posted to the Tribal website.

(Source: WOS 2015-019, October 12, 2015, Section XIII)

6.214 DELEGATION OF POWERS

Tribal Council retains those powers that are not expressly delegated.

(Source: WOS 2015-019, October 12, 2015, Section XIV)

6.215 ELECTRONIC FILING

All documents may be filed electronically to an electronic address as designated by the Governmental Branch. If appropriate, hard copies of the documents may be filed with the designated office on the next available business day.

(Source: WOS 2015-019, October 12, 2015, Section XV)

6.216 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2015-019, October 12, 2015, Section XVI)

6.217 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the Statute, then upon Tribal Council override of the veto.

(Source: WOS 2015-019, October 12, 2015, Section XVII)

Chapter 3. Tribal Government Budget Formulation and Modification Process

6.301 PURPOSE AND SHORT TITLE

The purpose of this Statute is to mandate a process and deadlines for the Tribal Government to follow in the formulation and implementation of the annual Tribal governmental budget. It may be cited as the "Budget Act." This Statute repeals and replaces Waganakising Odawak Statute 2015-016, 2005-11, 2007-003 and 2007-004 and WOS 2008-004 Process for Appropriation of Supplemental Funding Statute.

(Source: WOS 2020-006, February 10, 2020, Section I)

6.302 DEFINITIONS

A. "Chief Financial Officer" or "CFO" is the Little Traverse Bay Bands of Odawa Indians tribal government Chief Financial Officer.

B. "Committee" means the Tribal Council standing Appropriation and Finance Committee consisting of the Treasurer and two Councilors.

C. "Fringe Benefits" means the non-wage expenses for the benefit of employees that includes, but is not limited to, Health, Dental and Vision Insurance, Disability Insurance, Unemployment Benefits, Worker's Compensation Insurance and Employer-Portion of FICA Insurance.

D. "Fund" means a segregated, self-balancing account used to record revenues, expenditures, assets, liabilities and other financial transactions for a specific purpose, activity or objective.

E. "Fund type" for the purposes of this statute means funds distinguished by the monies or revenue source, i.e. Grant/Federal Contract Funds, Cost recovery, and General Fund.

F. "General Fund Balance" also known as "Prior Period funds" means the prior years' unrestricted general fund dollars that were budgeted but not expended in the year they were budgeted and that are returned to the general fund unrestricted balance available for appropriation in subsequent years.

G. "Governmental Branches" mean the Legislative, Executive and Judiciary branches of government and for the purposes of this statute shall also include the Election Board and Prosecutor; and sub-entities including tribally chartered corporations.

H. "Indirect Costs" means the expenses that are incurred in joint usage of internally servicing a government program and are not directly assign or identify with a direct program or function, such as Accounting, Human Resources, and Administration.

I. "Indirect Cost Rate" means the formula used by United States Department of the Interior that pools all of the indirect costs on an annual basis through an allocable, approved plan.

J. "Maintenance or Space Costs" means the costs of all the government office building upkeep, allocated on a square foot basis. Costs include the wages and fringe of maintenance staff, cleaning and maintenance supplies and equipment, repairs made for regular upkeep, snow removal and lawn care, and utilities, including telephone and internet service.

K. "LTBB" or "Tribe" or "Tribal" means the Little Traverse Bay Bands of Odawa Indians.

L. "Tribal-wide Budget Worksheet" means the worksheet that lists governmental departments and individual programs, i.e. Emergency funds, Burial Assistance funds, that is attached to the Resolution and it becomes the approved budget for that fiscal year

M. "Tribal Council" means the elected body created under Article VII of the Little Traverse Bay Bands of Odawa Indians Tribal Constitution.

N. "Treasurer" means the Little Traverse Bay Bands of Odawa Indians Treasurer as provided for in the Constitution.

(Source: WOS 2020-006, February 10, 2020, Section II)

6.303 FISCAL YEAR

The fiscal year shall be from January 1 to December 31.

(Source: WOS 2020-006, February 10, 2020, Section III)

6.304 APPROPRIATION AND FINANCE COMMITTEE

A. In accordance with the Tribal Treasurer Responsibility Statute, the Committee has the authority to request documents and information and shall report to the full Tribal Council through the Treasurer's report.

B. Tribal Council shall request a recommendation by the Committee prior to approving any action required by this Statute.

(Source: WOS 2020-006, February 10, 2020, Section IV)

6.305 ANNUAL BUDGET CALENDAR

A. By **January 21st** of the year prior to the Annual Budget Fiscal year, a budget calendar will be approved by Tribal Council and posted on the Tribal website.

B. The budget calendar shall include the dates for the following:

1. The Annual Meeting
2. Accounting Department distribution for Budget Procedures
3. Report of the General Fund Balance to Tribal Council
4. Allocation Amounts of General Funds for Branches of Government
5. Deadline for Cost Recovery budget submissions to Tribal Council
6. Deadlines for General Fund Budget submission to Tribal Council
7. Deadline for Grant/Federal Contract Funds that are reoccurring or anticipated submission to Tribal Council
8. Department / Branch Hearings
9. Proposed final budget available to Tribal Citizens

10. Public Hearing

11. Final Annual Budget approved by Tribal Council

(Source: WOS 2020-006, February 10, 2020, Section V)

6.306 ANNUAL MEETING

In accordance with the Tribal Constitution, the Executive Branch is responsible to call an annual meeting of the Tribal Membership each spring. The date of the annual meeting will be provided to Tribal Council and included in the Annual Budget Calendar.

(Source: WOS 2020-006, February 10, 2020, Section VI)

6.307 BUDGET PROCEDURES

Each year, **by February 1st**, the CFO shall distribute to Department Managers, Department Directors, and the Branch Managers or other appropriate authorized staff, the Budget Procedures that includes any updates that may impact the budget or budget process including, but not limited to the following:

A. Budget templates

B. Budget Planning Rates for:

1. Indirect Cost Rate

2. Fringe Benefit Rate

3. Space Costs

4. Cost of Living (COLA)

(Source: WOS 2020-006, February 10, 2020, Section VII)

6.308 GENERAL FUND REVENUES ANNUAL BUDGET

A. Any unrestricted general fund dollars that were budgeted but not expended in the year

they were budgeted shall automatically be returned to the general fund unrestricted balance, known as the "General Fund Balance", unless otherwise approved by Tribal Council. General Fund Revenues are the unrestricted monies received by the Tribal Government from enterprises and other sources. For Budget purposes the General Fund includes current year anticipated revenue, any remaining unrestricted funds from prior years known as the General Fund Balance and any funds that have been restricted as Supplemental Funding, but are unspent. Each year, by **February 1st**, the Office of the Treasury, with information and assistance from the Accounting Department, shall report to Tribal Council the General Fund Amounts that include approximate amount of the "General Fund Balance" and the anticipated amount of revenue that may be utilized to formulate the budget.

B. Each year, by **February 15th**, Tribal Council shall approve the Governmental Branches allocation amounts of general funds that each branch of government may utilize for their base budget for the following Fiscal Year.

C. The allocated amounts of general funds will be based on anticipated revenues, anticipated outlays, available funds and historical numbers for the last three (3) years of actual spending by Governmental Branches.

D. Tribal Council may also, by Tribal Resolution, allocate and restrict any anticipated revenue, any remaining unrestricted funds from prior years known as the General Fund Balance and any funds that have been restricted as Supplemental Funding, but are unspent from the prior year to be set aside for the proposed Governmental Branches budgets.

(Source: WOS 2020-006, February 10, 2020, Section VIII)

6.309 COST RECOVERY FUND ANNUAL BUDGET

A. Cost Recovery Revenues include Fringe Benefits, Maintenance, Indirect Costs and other restricted revenues.

B. The budget shall be based on anticipated Cost Recovery Revenues in the year being planned, current fund balance for the Cost Recovery Pool, anticipated outlays, and historical numbers for the last three (3) years of actual spending by Governmental Branches.

(Source: WOS 2020-006, February 10, 2020, Section IX)

6.310 GRANT/FEDERAL CONTRACT BUDGET

A. Grant/Federal Contract Revenues are recurring or anticipated monies that are received by the Tribe that includes but not limited to Indian Health Services, IHS; Bureau of Indian Affairs, BIA 638; Native American Housing Assistance and Self Determination Act, NAHASDA; and any other reasonably anticipated funds.

B. Tribal Council shall approve the Grant/Federal Contract Revenues budget as part of the Tribal-wide budget by the annual meeting.

(Source: WOS 2020-006, February 10, 2020, Section X)

6.311 BUDGET SUBMISSIONS

A. All proposed Governmental Branches budgets whether utilizing General Fund Revenues, Grant/Federal Contract Revenues shall be submitted to Legislative Office by **March 15th** of each year. Such budgets shall be made available to the Chief Financial Officer.

1. If there is a deletion of any program or service, a justification as to why the program or service is no longer needed or not sustainable shall be provided with the proposed budget by the Branch of Government.

2. If there are any additions to program or service, a justification as to why the program or service is necessary shall be provided with the proposed budget by the Branch of Government.

B. Based on the input from the public hearings, Tribal Council may make deletions or additions to Governmental Branch budgets. If there is any deletions or additions, Tribal Council shall notify the appropriate entity after all public hearings have been conducted.

(Source: WOS 2020-006, February 10, 2020, Section XI)

6.312 BUDGET HEARINGS

A. Budget Hearings may be held by Tribal Council, the Committee or both.

B. All hearings shall be posted, held in open session and shall not require a quorum of Tribal Council and/or Committee.

C. Governmental Branch hearings are held to gather information from one or more Department Managers, Department Directors, Branch Managers or other appropriate authorized staff.

D. Any Department Managers, Department Directors, and the Branch Managers or other appropriate authorized staff may request a time for a Governmental Branch hearing.

E. All Governmental Branch hearings shall be held during the first full week of April.

F. A Public hearing for Tribal Citizenship input shall be held during the second full week of April. At the Public hearing, copies of the draft budget will be provided to the Tribal Citizens.

(Source: WOS 2020-006, February 10, 2020, Section XII)

6.313 APPROVAL PROCESS

1. Tribal Council shall approve the annual budget by the annual meeting.

2. The annual budget shall be approved by Tribal Resolution and shall include an attached detailed worksheet of the tribal-wide budget.

3. The Tribal Council approved budget shall be available for Tribal Citizens at the Annual Meeting, in accordance with the Constitution.

4. The budget shall be deemed enacted if not expressly vetoed by the Tribal Chair within thirty (30) days of submission.

5. If the Chair vetoes the budget, then he or she must submit an Executive proposed signed Tribal Resolution and new proposed budget along with the veto to Tribal Council within the thirty (30) day time period allowed for the veto.

6. The Chair's veto and proposed budget must be made available to Tribal Citizens and posted to the Tribe's website.

7. Tribal Council may enact a budget by either overriding the veto by an affirmative vote of seven (7) Councilors or alternatively enact the Chair's submitted signed Tribal Resolution with the proposed budget by an affirmative majority vote of Tribal Council. In enacting the Chair's proposed budget, Tribal Council shall approve it as presented and shall not make any changes, additions or deletions to the proposed budget.

8. If the veto is not overridden within the time period as set forth in the Administrative Procedures Act, nor has Tribal Council approved the Chair's proposed budget, the last enacted budget will take effect at the beginning of the fiscal year.

(Source: WOS 2020-006, February 10, 2020, Section XIII)

6.314 ALLOCATION OF GENERAL FUND BALANCE

A. Upon approval of the budget, Tribal Council may allocate and restrict any anticipated revenue, any remaining unrestricted funds from prior years known as the General Fund Balance and any funds that have been restricted as Supplemental Funding, but are unspent from the prior year.

B. The funds will be restricted by Resolution and will identify a specific classification of how the funds may be used, i.e. Supplemental Funding, Economic Development, Investment, sinking fund, or other specific use.

C. Funds shall only be used for the restricted use as stated in the enacted Resolution.

(Source: WOS 2020-006, February 10, 2020, Section XIV)

6.315 SUPPLEMENTAL FUNDING PROCESS

A. Supplemental funding shall be appropriated by Resolution from the monies that have been designated and restricted for Supplemental Funding.

B. A request for supplemental funding shall include the following information:

1. The reason for the requested supplemental funding:

a. Emergency

b. Specific additional service or program

c. Deficiency budget;

2. A brief narrative;

3. The amount requested;

4. Required signatures;

5. From where the funding is being requested, i.e. "prior year funds".

C. All requests must be received in accordance with Tribal Council and/or Committee Policy. Such policies shall include dates and deadlines for submissions, posting requirements and the approval process.

D. Special Tribal Council or Committee meetings may be called for emergency funding requests.

E. Any monies not expended during the fiscal year shall revert to General Fund Balance funds.

(Source: WOS 2020-006, February 10, 2020, Section XV)

6.316 BUDGET MODIFICATIONS

A. No monies can be moved between two different revenue sources. Revenue sources are General Funds, Cost Recovery, and Grant/Federal Contract Funds.

B. Within a fiscal year, no more than 4% of the total amount of either budget can be moved between two different departments or individual program not within a specific department as listed on the approved Tribal-wide Budget Worksheet, without Tribal Council approval. Such requests shall be posted for comment on the Tribal website for at least seven (7) days prior to Tribal Council approval. Tribal Council shall act on the request within thirty (30) days of receipt of the request.

C. Operating Budget Modifications are the transfer of monies between line-items within an individual fund within the same fiscal year are allowable, within the following criteria:

1. Prior to approving any budget modification involving space costs, the CFO shall ensure that all space costs are adequately funded.

D. All budget modifications must be reviewed by the CFO to ensure that no material change in an existing service or program is altered either in nature or scope. If there is a material change in an existing service or program by either a change in the nature or scope of the service or program, then the budget modification shall be submitted to Tribal Council for approval.

(Source: WOS 2020-006, February 10, 2020, Section XVI)

3.617 ADDITIONAL REVENUES

A. If actual revenues during a fiscal period exceed the projected revenues, the CFO, on a quarterly basis, will report to Tribal Council the amount of excess funds, the date of the receipt of the funds and the funding source.

B. If actual revenues during a fiscal period fall short of projected revenues, Tribal Council shall take necessary actions to ensure that funding for approved budgets is available by adding additional sources of revenue to the budget or shall declare a budget emergency.

(Source: WOS 2020-006, February 10, 2020, Section XVII)

6.318 EMERGENCY BUDGETS/RECISSIONS

A. At any time during the fiscal year the Treasury Office, based on a revenue analysis and other factors, may recommend to Tribal Council to declare a budget emergency.

B. If Tribal Council declares a budget emergency, Tribal Council shall provide guidance and criteria for amended budgets that must be submitted by the Governmental Branches within the timeframe provided by Tribal Council. All amended budgets must be passed by Tribal Resolution.

C. Upon the declaration of a budget emergency by Tribal Council, Tribal Council shall take necessary steps to notify Tribal Citizens of the impact of the budget emergency.

(Source: WOS 2020-006, February 10, 2020, Section XVIII)

6.319 SYSTEMATIC REDUCTIONS OF BUDGETS

Only through an approved Resolution may any systematic cuts to budgets occur.

(Source: WOS 2020-006, February 10, 2020, Section XIX)

6.320 CHECK SIGNERS

The Tribal Chair shall have the authority to designate check signers and file the appropriate authorized forms to carry out this function.

(Source: WOS 2020-006, February 10, 2020, Section XX)

6.321 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws or ordinances of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or

section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2020-006, February 10, 2020, Section XXI)

6.322 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2020-006, February 10, 2020, Section XXII)

6.323 OTHER RELATED STATUTES

See Waganakising Odawak Statute (WOS) 2014-001 Tribal Treasurer Responsibility, WOS 2011-013 Treasury Statute, and WOS 2011-009 Accounting Statute, or as may be amended.

(Source: WOS 2020-006, February 10, 2020, Section XXIII)

Chapter 4. Commissions, Boards, and Committees

Codification Note: This chapter has been relocated to Title XV at 15.101

Chapter 5. Removal of Commissioners

Codification Note: This chapter has been relocated to Title XV at 15.201

Chapter 6. Service of Commissioners

Codification Note: This chapter has been relocated to Title XV at 15.301

Chapter 7. Lewis and Doris Adams' Tribal Holiday

6.701 SHORT TITLE AND PURPOSE

A. Short Title

This Statute may be cited as the "Adams Tribal Holiday".

B. Purpose

The purpose of the Adams Tribal Holiday is to bestow posthumously upon Lewis Stephen Adams Sr. and Doris Amelia Kishigo-Adams the Tribe's greatest honors and accolades by setting aside a special day of recognition for their many contributions and gifts to our Tribal community.

(Source: WOS 2009-017, July 12, 2009, Section I)

6.702 AKNOWLEDGEMENTS AND FINDINGS

Tribal Council acknowledges and finds the following:

A. Lewis Stephen Adams Sr, Wyaudtnoong (Little Detroit) was born June 22,1922; married Doris Amelia Kishigo July 25,1946; and walked on January 27,1964;

B. As a young man Lewis was winner of the *1937 National Soap Box Derby* at Akron Ohio and later went on to win local notoriety as a *Golden Gloves Boxer*;

C. Lewis served honorably in the United States Marine Corp from 1942 to 1946 seeing action on the volcanic island of Iwo Jima;

D. As a veteran he was Commander of *AMVETS Post 50* (an all Indian post), he organized toy collection repairs and delivery for the Indian Orphanage in Marquette and was a friend of Ira Hayes;

E. He started the Little Traverse Indian Club of Harbor Springs and helped organize the last *Hiawatha Pageant* in Ottawa Stadium;

F. Lewis's reputation as a community leader prompted a request from Governor Williams of Michigan for a Traditional Blessing and Ceremony for the Mackinaw Bridge that was rapidly nearing completion;

G. In 1955, on top of the northern tower of the Mackinaw Bridge, Lewis performed a Pipe Ceremony and prayed for the blessings of *Gicthi-Manitou* and the safe completion of the bridge;

H. Doris Amelia Adams "Gijigowi Kwe" was born Aug. 8, 1925, in Petoskey to Mitchell and Amelia Kishigo. She was a graduate of Harbor Springs schools, and later married Lewis Adams, with whom she had seven children. Doris walked on February 11, 2008, at the age of 82. When Lewis died unexpectedly from a heart attack at the age of 41, Doris, who had been a stay-at-home mom for several years, took on two jobs to support her family — one at the *Community Action Agency*, and another as a bartender for *Birchwood Farms Lodge*.

I. After working with the *Community Action Agency* for several years Doris was offered a position with the *State of Michigan Department of Labor*, where she worked for more than 30 years. She served as an equal employment opportunity specialist, as well as a civil rights representative for nine Lower Peninsula counties and the entire Upper Peninsula.

J. During her time of working for the State, Doris attended the University of Michigan and later completed her business degree at Western Michigan University at the age of 56.

K. In addition to being an active member of the *Little Traverse Bay Bands (LTBB) of Odawa Indians*, Doris served for several years on the *Michigan Commission on Indian Affairs*. She was instrumental in writing the *Indian Tribal Welfare Act*, as well as being the only non-reservation Indian to speak at the hearings on the *Indian Education Act* in Washington D.C.

L. At the time of her retirement, Doris was honored by the U.S. Congress for her lifelong commitment to public service.

M. Doris continued her public service working for the LTBB Odawa Indians Membership Committee until 2005.

N. In 1998, the LTBB Tribal Council appointed Doris to a six-year term as a tribal appellate judge. She served in this capacity until September of 2003.

(Source: WOS 2009-017, July 12, 2009, Section II)

6.703 CREATION OF ADAMS HOLIDAY

A. The Tribal Council hereby creates the Adams Holiday as a recognized Tribal Holiday.

B. The Holiday will be held on the first Monday in September.
(Source: WOS 2009-017, July 12, 2009, Section III)

6.704 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this ordinance is found by a court of competent jurisdiction to violate the Constitution, laws or ordinances of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, paragraph, subsection or section shall be considered to stand alone and to be deleted from this ordinance, the entirety of the balance of the ordinance to remain in full and binding force and effect.

(Source: WOS 2009-017, July 12, 2009, Section IV)

6.705 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2009-017, July 12, 2009, Section V)

Chapter 8. Tribal Sovereignty Day

6.801 DECLARATION OF SOVEREIGNTY DAY

The Little Traverse Bay Bands of Odawa Indians Tribal Council designates September 21, 1995, and September 21 of each subsequent year to be Waganakising Odawa Tribal Sovereignty Day. The Little Traverse Bay Bands of Odawa Indians Tribal Council declares this date to be a Tribal holiday to be observed by all Tribal employees.

(Source: WOS 1995012, August 27, 1995)

Chapter 9. Odawa Property Managers

Codification Note: This chapter has been relocated to Title XV at 15.401

Chapter 10. Open Meetings

6.1001 PURPOSE

The purpose of this Statute is to mandate that all Regular, Special and Emergency meetings of the Little Traverse Bay Bands of Odawa Indians Tribal Council with the exception of phone conference calls and closed sessions be open to Tribal Citizens pursuant to Constitutional Article VII J (8) and provide a reasonable opportunity for Tribal Citizens to be heard.

(Source: WOS 2015-014, July 24, 2015, Section I)

6.1002 REPEAL

This Statute repeals and replaces Waganakising Odawak Statute 2010-10, and 2000-014 *Open Meetings.*

(Source: WOS 2015-014, July 24, 2015, Section II)

6.1003 DEFINITIONS

A. "Immediate Family" or "Family member" means a person who is related to a Tribal Citizen by one of the following relationships: wife, husband, son, daughter, mother, father, brother, sister, step-mother, step-father, step-brother, step-sister, father-in-law, mother-in-law, child, step-child, grandmother, grandfather, brother-in-law and sister-in-law.

B. "Official Act" means to take action to approve or disapprove.

C. "Public" means Little Traverse Bay Bands of Odawa Indians Tribal Citizens and their immediate family members.

D. "Tribal Citizen" means an enrolled member of the Little Traverse Bay Bands of Odawa Indians.

E. "Tribe" shall mean Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2015-014, July 24, 2015, Section III)

6.1004 REGULAR, SPECIAL AND EMERGENCY MEETINGS

A. Regular Meetings: In accordance with the Constitution, Tribal Council shall hold at least one (1) regularly scheduled meeting each month but may schedule additional meetings as needed.

B. Special Meetings: Tribal Council may between regularly scheduled meetings hold a special meeting.

C. With the exception of emergency action described in subsection (D), all official action must take place at regular and special meetings properly called.

D. Emergency Meeting: In situations when immediate official action of the Tribal Council is necessary to preserve or promote essential interests of the Tribe.

(Source: WOS 2015-014, July 24, 2015, Section IV)

6.1005 OPEN MEETINGS

A. Pursuant to constitutional Article VII, J (8), all meetings of Tribal Council except phone conferences and closed sessions are open to all Tribal Citizens. By majority vote, the Tribal Council may exclude anyone who is not within the definition of public from all or part of a meeting.

B. All others excluding official business of Tribal employees, and appointed officials who request attendance at any Tribal Council meeting must contact a Tribal Councilor who shall forward such request to all of the Tribal Council members.

C. Any electronic recordings of Tribal Council meetings by individuals shall be prohibited.

D. Before a Tribal Council meeting starts or upon entering a Tribal Council meeting in progress, any representative from the media shall immediately present their media credentials to Tribal Council.

(Source: WOS 2015-014, July 24, 2015, Section V & WOS 2020-001, January 15, 2020, Section V(C, D))

6.1006 PUBLIC COMMENT PERIOD

The following rules shall apply to public comment:

A. Tribal Council shall allow for at least one public comment period per regularly scheduled meeting. Tribal Council shall allow for a reasonable amount of time for comments from the public but may limit such time for comments as necessary to conduct business.

B. Only the individuals within the definition of public may provide comment during public comment period.

C. Tribal Council shall only accept verbal comments from individuals physically present for the public comment period.

D. Written public comments will be accepted by the Legislative Office. All comments must be in writing and shall be open to review within the Legislative Office in accordance with any laws regarding such documents.

E. Initiatives and referendums shall go through the proper legislative procedures.

F. Unruly behavior, abusive language, or any personal attacks will not be tolerated. If unacceptable behavior occurs, a person may be requested to leave by consensus of Tribal Council.

G. Tribal Council will not accept comments nor discuss matters that are under investigation or are being adjudicated before an administrative or judicial tribunal.

H. Tribal Council will not accept comments nor discuss matters that relate to the following:

1. Personnel matters

2. Personal information affecting an individual's privacy, including personnel matters or medical conditions or similar matters that constitute a clearly unwarranted invasion of personal privacy unless it pertains to the Tribal Citizens who is raising the matter.

3. Matters covered by attorney client privilege.

4. Matters considered confidential by other Statutes.

5. Matters regarding confidential business or legal matters of the Tribe or a Tribal Citizen.

6 Matters that could impair a criminal investigation.

(Source: WOS 2015-014, July 24, 2015, Section VI)

6.1007 CLOSED SESSION

When necessary to protect the interests of the Tribe and fulfill its responsibilities to the Tribal Citizenship, Tribal Council may by motion and majority vote of a quorum, go into closed session during a regular, special or emergency meeting.

A. Tribal Council shall not discuss anything in closed session beyond the scope of the matters for which the close session was called. Closed session shall be limited to:

1. Personnel under the authority of Tribal Council.

2. Litigation.

3. Confidential business matters.

4. Legal matters.

5. Other matters that raise significant privacy or confidentiality concerns.

B. Tribal Council shall return to open session immediately upon completion of the close session discussions. Any action considered in closed session that can be taken in open session without harming Tribal interests shall be taken after the Tribal Council returns to open session.

(Source: WOS 2015-014, July 24, 2015, Section VII)

6.1008 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws or ordinances of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2015-014, July 24, 2015, Section VIII)

6.1009 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2015-014, July 24, 2105, Section IX)

Chapter 11. Gijigowi Bibskaabiimi Department

Codification Note: This chapter has been relocated to Title XV at 15.501

Chapter 12. Constitutionally Mandated Compensation

6.1201 REPEAL

This chapter of the Constitutionally Mandated Compensation is hereby repealed and replaced with Title XIV, Chapter 5, Constitutionally Mandated Compensation for Election Board Members, Waganakising Odawak Statute 2010-013; Chapter 6, Constitutionally Mandated Compensation for Tribal Chairperson and Tribal Vice-Chair, Waganakising Odawak Statute 2010-014; Chapter 7, Constitutionally Mandated Compensation for Tribal Prosecutor, Waganakising Odawak Statute 2010-015; Chapter 8, Constitutionally Mandated Compensation for Judges and Justices, Waganakising Odawak Statute 2010-016; Chapter 9, Constitutionally Mandated Compensation for Tribal Council Members, Waganakising Odawak Statute 2010-017.

(Source: WOS 2010-013, November 19, 2011 Section I; WOS 2010-014, November 19, 2011 Section I; WOS 2010-015, November 19, 2011 Section I; WOS 2010-016, November 19, 2011 Section I; WOS 2010-017, November 19, 2011 Section I)

Codification Note: This statute has been relocated to Title XIV

Chapter 13. Tribal Treasurer Responsibility

6.1301 PURPOSE

This Statute is hereby enacted to define the Tribal Council Treasurer's responsibilities and reporting that are explicitly enumerated in the Constitution, Article VII (3). This Statute repeals and replaces WOS 2005-014, 2009-002 and 2010-003.

(Source: WOS 2014-001, January 23, 2014, Section I)

6.1302 DEFINITIONS

A. The "Tribe" shall mean the Little Traverse Bay Bands of Odawa Indians.

B. "Treasurer" means the Tribal Council Treasurer.

(Source: WOS 2014-001, January 23, 2014, Section II)

6.1303 CONSTITUTIONAL DUTIES OF THE TREASURER

The Treasurer shall Article VIIC (3): *"submit an annual report, prepared by the accounting department, to the Tribal Membership at its annual meeting. This report shall include all funds received by the Little Traverse Bay Bands of Odawa Indians or through Tribal enterprises. This report shall include all appropriations of the operating funds and Tribal enterprises by department showing how the funds were spent and to include profit and loss statements where applicable."*

1. Be required to acquire a surety bond in the amount necessary to cover funds that may be accessible to individual authorized signers.

(Source: WOS 2014-001, January 23, 2014, Section III)

6.1304 REPORTING REQUIREMENTS

A. The Treasurer shall make available a quarterly report, prepared by the accounting office that contains the following information;

1. All funds received by the Tribal Government and all Tribal Enterprises;

2. All appropriations from the General Fund to the Tribal Government and each of the Tribal Enterprise.

3. All actual funds that are spent by department and programs within the Tribal Government and each of the Tribal Enterprises.

4. A profit and loss statement for each of the Tribal Enterprises, including a statement of Earnings Before Interest, Taxes, Depreciation, and Amortization (EBITDA), equity and short and long-term liabilities and liquid ratio and debt to EBITDA ratio.

B. This report shall be available to all Tribal Citizens upon request.

(Source: WOS 2014-001, January 23, 2014, Section IV)

6.1305 OTHER DUTIES REQUIRED BY THE TRIBAL COUNCIL

This Statute hereby establishes the Tribal Council Appropriations and Finance Standing Committee

A. The Committee shall:

1. Consist of three Tribal Council Members assigned by motion, and majority vote at a regularly scheduled Tribal Council meeting and;

2. Be chaired by the Tribal Treasurer and;

3. Have authority to review all the Tribe's accounts including but not limited to Enterprises and Tribally owned corporations and;

4. All requests and responses for information shall be forwarded to all Tribal Council Members and;

5. All committee members shall be compensated in accordance with the Tribal Council's stipend policy for attendance at meetings that are scheduled in advance and advertised and;

6. The Committee shall report to the full Tribal Council through the Treasurer's report.

(Source: WOS 2014-001, January 23, 2014, Section V)

B. The Treasurer shall:

1. Be signatory on all real-estate transactions and;

2. Shall be an authorized signers for expenditures from the approved Tribal Council Budget and;

3. Be assigned other duties as approved by Tribal Council.

(Source: WOS 2014-001, January 23, 2014, Section V)

6.1306 AUTHORITY OF THE COMMITTEE

A. The Committee may hold public hearings and solicit Tribal Citizen input on any and all matters within their authority and duties.

B. The Committee shall have the authority to request documents and information related to Appropriation and Finance from the Judiciary and Executive Departments, Programs and staff; including legal counsel and consultants.

(Source: WOS 2014-001, January 23, 2014, Section VI)

6.1307 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws or ordinances of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2014-001, January 23, 2014, Section VII)

6.1308 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval which ever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2014-001, January 23, 2014, Section VIII)

Chapter 14. Administrative Procedures

6.1401 REPEAL

This chapter of the Administrative Procedures Act is hereby repealed and replaced with Title VI, Chapter 2, Administrative Procedures Act, Waganakising Odawak Statute 2006-28.

Chapter 15. Enjinaaknegeng

Codification Note: This chapter has been relocated to Title XV at 15.601

Chapter 16. Eshkiniigijik-Tribal Youth Services Department

Codification Note: This chapter has been relocated to Title XV at 15.701

Chapter 17. Office of the Legislative Attorney

Codification Note: This chapter has been relocated to Title XV at 15.801

Chapter 18. Financial Disclosure by Tribal Officials (Replaced and Relocated)

Codification Note: Housekeeping - This statute has been relocated to Title XIV, Chapter 11 at 14.1101

Chapter 19. Public Documents

6.1901 PURPOSE

This Statute defines and qualifies public documents by the Tribe and provides for particular exempt documents from public disclosure regarding the records of Little Traverse Bay Bands of Odawa Indians as mandated by the Tribal Constitution, Article VII D (7) and acknowledges the rights of Tribal Citizens to have access to public documents.

(Source: WOS 2010-009, July 25, 2010 Section I)

6.1902 REPEAL OF PREVIOUS LAW and REGULATIONS

This Statute repeals and replaces Waganakising Odawak Statute 2009-025 Disclosure of Public Documents, Waganakising Odawak Statute 2008-010 *Disclosure of Public Documents* and Waganakising Odawak Statute 2006-024 *Disclosure of Public Documents Act* and any other previously enacted laws, amendments, approved rules or regulations.

(Source: WOS 2010-009, July 25, 2010 Section II)

6.1903 DEFINITIONS

A. *"Appropriate Authority"* means the officials, individual employees and/or managers who possesses the authority to make the decision regarding public documents within their respected government branch or division, department, agencies, entity, enterprise or office.

B. *"Malice"* means the intent, without just cause or reason, to commit a wrongful act that will result in harm to another.

C. *"Public"* means any Tribal Citizen or an authorized representative of a Tribal Citizen who has a signed notarized statement of authority.

D. *"Public Documents"* means a writing prepared, owned, used, in the possession of, or retained by a government branch or division, department, agency, commission, board, committee, entity, enterprise or office in the performance of an official function, from the time it was created.

E. *"Reckless indifference"* means conscious or reckless disregard of the consequences of one's acts or omissions.

F. *"Tribe"* means the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2010-009, July 25, 2010 Section III)

6.1904 RIGHTS OF TRIBAL CITIZENS

A. Tribal Citizens have a right to review public documents unless exempted.

B. Only Tribal Citizens have a right to review public documents.

(Source: WOS 2010-009, July 25, 2010 Section IV)

6.1905 OPEN TO DISCLOSURE

A. All records except those specifically cited as exemptions are considered public documents by Statute and must be disclosed unless exempt by Statute.

B. All writings, applies to any handwriting, typewriting, printing, Photostatting, photographing, photocopying and every other means of recording. It includes letters, words,

pictures, sounds or symbols, or combinations thereof, as well as papers, maps, magnetic or punched cards, discs, drums, or other means of recording or retaining meaningful content. It does not include computer software.

(Source: WOS 2010-009, July 25, 2010 Section V)

6.1906 DOCUMENTS EXEMPT FROM PUBLIC DISCLOSURE

A. Documents that contain specific personal information affecting an individual's privacy are exempt from disclosure. This exemption would include employment personnel files, social security numbers, medical records and similar records that constitute a clearly unwarranted invasion of an individual's privacy. This exemption does not include withholding information pertaining to the Tribal Citizen who is requesting the record except for the following:

1. Sealed adoption records within the Tribal Citizen's enrollment file that have been sealed under a court order.

2. Records covered by attorney client privilege.

3. Records specifically exempt by other Statutes.

B. The following records are also exempt from public disclosure:

1. Records that contain confidential business, or potential business dealings

2. Records that contain legal matter to the Tribe or a Tribal Citizen.

3. Records that rise significant privacy or confidentiality concerns for the Tribe or a Tribal Citizen.

4. Records within a pending investigation either before an administrative or judicial proceeding involving the Tribe or a Tribal Citizen.

5. Records that could impair a criminal investigation.

6. Records specifically exempt by other statutes.

(Source: WOS 2010-009, July 25, 2010 Section VI)

6.1907 ACCESS FOR REVIEW

The appropriate authorities within the following governmental divisions shall make available for review all public documents, unless exempt by applicable law:

1. Executive

2. Legislative

3. Judiciary

4. Prosecutor

5. Election Board

(Source: WOS 2010-009, July 25, 2010 Section VII)

6.1908 REVIEW OF DOCUMENTS

A. Any request for review of documents must be made by a Tribal Citizen or an authorized representative who is also a Tribal Citizen.

B. Request for review may be made in person or in writing and must be accompanied with a copy of a Tribal identification card.

C. Each request must be specific in nature as to what documents are being requested for review.

D. Requests for review may be limited to normal office hours. Such office hours shall be posted by the appropriate authority.

E Whenever possible the appropriate authority shall make the documents available immediately for review, or as soon as possible thereafter.

F. If the request is made by an employee or former employee who wishes to review his or her own personnel file shall complete the personnel file request form with the Human Resources Department. Employees or former employees may review or obtain a copy of their own personnel file without cost.

G. Copies should be provided upon request unless the document contains sensitive matters that may restrict the document to viewing only and no copies shall be provided.

H. If copies are provided, the appropriate authority may charge a reasonable fee for cost of copies. Such cost shall be determined and made known to the Tribal Citizen prior to the incurrence of cost.

(Source: WOS 2010-009, July 25, 2010 Section VIII)

6.1909 REQUIRED REGULATIONS

A. The Tribal Executive shall develop regulations to implement this Statute establishing:

1. A method for defining classifications of documents.

2. A method for redacting portions of documents.

3. A method for marking, controlling, keeping and releasing document.

4. A schedule for reasonable cost for release of documents.

B. Such regulations shall be submitted to Tribal Council for approval.

(Source: WOS 2010-009, July 25, 2010 Section IX)

6.1910 LIMITED WAIVER OF SOVEREIGN IMMUNITY

A. The Tribe clearly and expressly waives its sovereign immunity to the remedies set forth in this Statute for officials, individual employees and/or managers who act beyond the scope of their duties and authority in which the actions include either acting with malice or with reckless indifference to the rights afforded under this Statute to Tribal Citizens.

B. The Tribe clearly and expressly waives its sovereign immunity to the remedies set forth in this Statue for officials, individual employees and/or managers acting with malice or reckless indifference in an effort to use or disclose exempt public information or allowing the improper use of such information.

(Source: WOS 2010-009, July 25, 2010 Section X)

6.1911 REMEDIES BEFORE THE TRIBAL COURT FOR VIOLATIONS

A. Any charge of violation must be filed with the Tribal Court within thirty (30) days of the alleged violation.

B. In any action filed under this Statute, the Tribal Court may grant the remedies set forth for violations as follows:

1. *Equitable Remedies.* If the Tribal Court finds that a violation occurred, its judgment must specify an appropriate remedy or remedies for that violation. The remedies may include, but are not limited to:

a) An order to release the information or portions of the information;
b) An order to cease and desist from the unlawful action specified in the order;

2. *Damages.* A complainant may recover damages against officials, individual employees and/or managers if the complainant demonstrates that the officials, individual

employees and/or managers violated this Statute with malice or with reckless indifference to the complainant. Such damages may include actual costs, inconvenience, mental anguish and other non-pecuniary losses.

C. The Tribal Court may award reasonable attorney fees and costs in its discretion to the prevailing party.

D. The total sum of damages received by the Complainant may not exceed $500.00, excluding the amount for actual costs or attorney fees, if awarded.

E. The Tribal Court may award the opposing party any penalties for frivolous claims or any other appropriate remedies as the Tribal Court deems appropriate.

(Source: WOS 2010-009, July 25, 2010 Section XI)

6.1912 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of Disclosure of Public Documents Statute is found by a court of competent jurisdiction to violate the Constitution, laws or Statutes of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from these Rules and Procedures, the entirety of the balance of these Rule and Procedures remain in full and binding force and effect.

(Source: WOS 2010-009, July 25, 2010 Section XII)

6.1913 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2010-009, July 25, 2010 Section XIII)

Chapter 20. Application of Foreign Law

6.2001 PURPOSE

The jurisdiction of the Little Traverse Bay Bands of Odawa Indians (LTBB or Tribe) over persons and entities within its territory is determined by the Tribe's inherent sovereignty, the Constitution and laws of the Tribe, and federal statutory and case law, which changes over time. Generally, the Tribe has full criminal and civil jurisdiction over its members within its territory, and outside its territory for certain Treaty rights and child welfare purposes. The extent of the Tribe's civil and criminal jurisdiction over non-LTBB members often requires a case-by-case analysis. The purpose of this Statute is to establish law for persons within LTBB territory in situations where LTBB's jurisdiction does not apply.

(Source: WOS 2005-03, March 20, 2005, Section I)

6.2002 APPLICATION OF FOREIGN LAW

All persons within LTBB's territory and that do not fall under the jurisdiction of LTBB shall be required to follow United States and State of Michigan civil and criminal laws.

(Source: WOS 2005-03, March 20, 2005, Section II)

6.2003 SOVEREIGN IMMUNITY

This Statute is neither a real or implied waiver of LTBB sovereign immunity. This Statute does not reduce or supplant jurisdiction of LTBB over Non-Tribal Members where LTBB laws apply.

(Source: WOS 2005-03, March 20, 2005, Section III)

6.2004 EFFECTIVE DATE

This Statute takes effect thirty days from adoption [March 20, 2005].

(Source: WOS 2005-03, March 20, 2005, Section IV)

Chapter 21. The Tribal Emblem and Seal of the Waganakising Odawak Nation

Codification Note: This repeals and replaces WOS 2006-015

6.2101 PURPOSE

The Little Traverse Bay Bands of Odawa Indians (LTBB) recognizes that the Tribal Emblem and Seal represents pride in the accomplishments of the Waganakising Odawak, and it is desired that the Tribal Emblem and Seal be displayed as a symbol of acknowledgment of the sovereign nation status of the Waganakising Odawak. This Statute repeals and replaces any previous Statute including WOS 2006-015, The Tribal Seal of the Waganakising Odawak Nation.

(Source: WOS 2016-004, July 15, 2016, Section I)

6.2102 DEFINITIONS

A. "LTBB or Tribe" means the Little Traverse Bay Bands of Odawa Indians.

B. "Secretary" means the Tribal Council Secretary who is responsible in maintaining and protecting the Tribal Seal.

C. "Tribal Citizen" means a person who is an enrolled member of the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2016-004, July 15, 2016, Section II)

6.2103 TRIBAL EMBLEM

The Tribal Emblem was approved by Tribal Council on December 5, 1999, and it depicts an Anishinaabe paddling a canoe on a lake, an eagle soaring across the sky in front of the sun, a crooked tree branch, an elk, a bear and a turtle, enclosed within a circle. Hanging from the bottom of the circle are six Eagle feathers. Along the top of the circle are the words, in all caps: "Little Traverse Bay Bands of Odawa Indians" and underneath the feathers is the words "Waganakising

Odawa".

(Source: WOS 2016-004, July 15, 2016, Section III)

6.2104 TRIBAL SEAL

A. The Tribal Seal is the embossed Tribal Emblem, approximately two (2) inches in diameter.

B. The Tribal Seal shall be used for the official business of the Tribe and shall not be used by any other entity.

C. The Seal shall be used as the identification mark signifying the authenticity of a document.

(Source: WOS 2016-004, July 15, 2016, Section IV)

6.2105 PROTECTOR OF THE TRIBAL SEAL

The Secretary "shall maintain and protect the Tribal Seal" by ensuring safe storage of the Tribal Seal, and that it shall only be used for official Tribal business.

(Source: WOS 2016-004, July 15, 2016, Section V)

6.2106 USE OF THE EMBLEM

A. The Emblem may be used by any Tribal Citizen, person, or entity, provided that its use does not mislead or convey any impression of official action or endorsement by the Tribe unless the Tribe has specifically authorized and/or approved the use of the Emblem.

B. The Emblem may be used with or without any of the surrounding words of "Little Traverse Bay Bands of Odawa Indians" or Waganakising Odawa".

C. The Emblem may be used for such commercial or non-profit activities such as placing it on mugs, clothing items, websites, signs, novelty items and any other items for display or resale.

(Source: WOS 2016-004, July 15, 2016, Section VI)

6.2107 UNAUTHORIZED USE; CONVICTION; PENALTY

Any unauthorized use of the Tribal Seal, shall be deemed a civil offense and may be fined up to Five Hundred dollars ($500.00).

(Source: WOS 2016-004, July 15, 2016, Section VII)

14.2108 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2016-004, July 15, 2016, Section VIII)

14.2109 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2016-004, July 15, 2016, Section IX)

14.2110 OTHER RELATED STATUTES

See WOS 2012-017 Tribal Secretary Responsibilities, or as may be amended.

(Source: WOS 2016-004, July 15, 2016, Section X)

Chapter 22. Judicial and Prosecutorial Appointments

6.2201 PURPOSE

This Judicial and Prosecutorial Appointments Statute is hereby enacted to establish a standard method of selecting judges, justices, and prosecutors.

(Source: WOS 2006-003, March 19, 2006, Section I)

6.2202 DEFINITIONS

A. The "**Tribe**" shall mean the Little Traverse Bay Bands of Odawa Indians (LTBBOI).

B. "**Qualified Applicants**" means an applicant that meets the eligibility and restriction requirements of the judicial and prosecutorial positions listed in the LTBBOI Constitution.

(Source: WOS 2006-003, March 19, 2006, Section II)

6.2203 DEVELOPMENT OF PROCEDURES; RECEIPT OF NOMINATIONS; SUBMISSION TO TRIBAL COUNCIL

A. The Tribal Executive shall develop an Administrative Procedure to receive applications from "qualified applicants" to fill the Tribe's Judicial and Prosecutorial offices, and to fill any vacancies in the Tribe's Judicial and Prosecutorial offices. The procedure shall provide for recommendations originating from the Executive, individual applications, and recommendations by official action at a Tribal Membership meeting. The procedure shall ensure each submission is for a specific position and term and shall establish timelines for making nominations to fill vacancies.

B. Tribal Executive shall receive all petitions and applications for nomination to the positions of judges, justices, and prosecutors and shall ensure that only qualified applicants are forwarded to the Tribal Council as nominations.

C. The submission of nominations to the Tribal Council for appointments, and to fill vacancies, shall be prepared by the Tribal Executive. Each submitted nomination must be for a specific position and term.

(Source: WOS 2006-003, March 19, 2006, Section III)

6.2204 APPOINTMENTS

Tribal Council shall adopt a procedure for making judicial and prosecutorial appointments.

(Source: WOS 2006-003, March 19, 2006, Section IV)

6.2205 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2006-003, March 19, 2006, Section V)

6.2206 EFFECTIVE DATE

Effective upon the signature of the Executive, or 30 days from Tribal Council approval, or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2006-003, March 19, 2006, Section VI)

Chapter 23. Membership in MAST, NIGA, and NCAI – *Repealed and Replaced by WOS 2012-001*

Codification Note: WOS 2012-001 is located in Chapter 37 of this Title.

Chapter 24. Tribal Notary Public

6.2401 SHORT TITLE

This Statute shall be entitled "Waganakising Odawak Tribal Notary Public Statute" and cited as the Tribal Notary Statute.

(Source: WOS 2008-005, April 6, 2008, Section I)

6.2402 PURPOSE

This Statute shall foster ethical conduct among Notaries as Notaries Publics play a vital role in assuring the integrity of documents essential to commercial and legal transactions and serve to promote and protect the public interest from fraud.

(Source: WOS 2008-005, April 6, 2008, Section II)

6.2403 DEFINITIONS

A. "Acknowledgment" means a notarial act in which an individual at a single time and place:

1. Appears in person before the Notary and presents a document;

2. Is personally known to the Notary or identified by the Notary through satisfactory evidence; and

3. Indicates to the Notary that the signature on the document was voluntarily affixed by the individual for the purposes stated within the document and, if applicable, that the individual had due authority to sign in a particular representative capacity.

B. "Affirmation" means a notarial act, or part thereof, in which an individual at a single time and place:

1. Appears in person before the Notary;

2. Is personally known to the Notary or identified by the Notary through satisfactory

evidence; and

3. Makes a vow of truthfulness or fidelity on penalty of perjury, based on personal honor and using any form of the word "swear."

C. "Commission" means both to empower to perform notarial acts and the written evidence of authority to perform those acts.

D. "Copy Certification" means a notarial act in which a Notary:

1. Is presented with a document that is neither a vital record, a public record, nor publicly recordable;

2. Copies or supervises the copying of the document using a photographic or electronic copying process;

3. Compares the document to the copy; and

4. Determines that the copy is accurate and complete.

E. "Credible Witness" means an honest, reliable, and impartial person who personally knows an individual appearing before a Notary and takes an affirmation from the Notary to vouch for that individual's identity.

F. "Enrollment Office" means the Tribal agency makes application determinations, and issues, maintains and revokes the Notary Commissions.

G. "Jurat" means a notarial act in which an individual at a single time and place:

1. Appears in person before the Notary and presents a document;

2. Is personally known to the Notary or identified by the Notary through satisfactory evidence;

3. Signs the document in the presence of the Notary; and

4. Takes an affirmation from the Notary vouching for the truthfulness or accuracy of the signed document.

H. "Little Traverse Bay Bands of Odawa Indians jurisdiction" means *all territory within the Tribal Reservation and to any and all persons or activities therein based upon the inherent sovereign authority of the Little Traverse Bay Bands of Odawa Indians and Federal law. (Little Traverse Bay Bands of Odawa Indians Constitution, Article IV (B)).*

I. "Nolo contendere" means does not contest, or fight the allegation of an offense or charges.

J. "Notarial Act" and "Notarization" means any act that a Notary is empowered to perform under this Statute.

K. "Notarial Certificate" and "Certificate" means the part of, or attachment to, a notarized document that is completed by the Notary, bears the Notary's signature and seal, and states the facts attested by the Notary in a particular notarization.

L. "Notary Public" and "Notary" means any person commissioned to perform official acts under this Statute.

M. "Official Misconduct" means:

1. A Notary's performance of any act prohibited, or failure to perform any act mandated, by this Statute or by any other law in connection with a notarial act by the Notary; or

2. A Notary's performance of an official act in a manner found by the Enrollment Office and/or the Tribal Court to be negligent or against the public interest.

N. "Personal Appearance" or "Appears in Person before the Notary" means that the principal and the Notary are physically close enough to see, hear, communicate with, and give identification documents to each other.

O. "Personal Knowledge of Identity" and "Personally Knows" means familiarity with an individual resulting from interactions with that individual over a period of time sufficient to dispel any reasonable uncertainty that the individual has the identity claimed.

N. "Principal" means:

1. A person whose signature is notarized; or

2. A person, other than a credible witness, taking an affirmation from the Notary.

P. "Regular place of work or business" means a stationary office or workspace where one spends all or some of one's working or business hours.

Q. "Reservation" means (*Refer to Article V (A)1(b) Reservation in the Constitution) For the purposes of this [statute] section "Reservation" means the areas referenced in Public Law 103-324, 25 U.S.C. Section 1300k-2(b)(2)(A) as "the boundaries of the reservation for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat. 621*. plus any lands set out in Articles Second and Third of the Treaty of March 28, 1836, 7 Stat. 491, in the event that the 1836 reservation is determined to include lands which are not included within the 1855 reservation, plus any lands outside of those boundaries which are now or in the future declared to be Little Traverse Bay Bands of Odawa Indians reservation by the U.S. Department of the Interior.

R. "Satisfactory evidence of identity" means identification of an individual based on:

1. At least one current document issued by a federal, state, or tribal government bearing the photographic image of the individual's face and signature; or

2. The affirmation of one credible witness unaffected by the document or transaction who is personally known to the Notary and who personally knows the individual, or of 2 credible witnesses unaffected by the document or transaction who each personally knows the individual and shows to the notary documentary identification as described in Subparagraph (1) of this section.

S. "Seal" means a device for affixing on a paper document an image containing a Notary's name, jurisdiction, commission expiration date, and other information related to the Notary's commission.

T. "Signature witnessing" means a notarial act in which an individual at a single time and place:

1. Appears in person before the Notary and presents a document;

2. Is personally known to the Notary or identified by the Notary through satisfactory evidence; and

3. Signs the document in the presence of the Notary.

U. "Tribe" or "LTBB" means the Little Traverse Bay Bands of Odawa Indians.

V. "Tribal Court" means the Little Traverse Bay Bands of Odawa Indians Tribal Court.

W. "Verification of fact" means a notarial act in which a Notary reviews public or vital records to ascertain or confirm any of the following facts regarding a person:

1. Date of birth or death;

2. Name of parent, offspring, or sibling;

3. Date of marriage or divorce;

4. Name of marital partner; or

5. Tribal citizenship

(Source: WOS 2008-005, April 6, 2008, Section III)

6.2404 COMMISSIONING OF NOTARY PUBLIC

A. Qualifications

The Enrollment Office shall issue a notary commission to any qualified person who submits an application in accordance with this Statute. A person qualified for a notary commission shall be:

1. At least 18 years of age;

2. Resides or has a regular place of work or business within the boundaries of the Little Traverse Bay Bands of Odawa Indian's reservation;

3. A citizen of the Little Traverse Bay Bands of Odawa Indians or another Federally Recognized Tribe or is an employee of Little Traverse Bay Bands of Odawa Indians;

4. Has legal residency in the United States;

5. Able to read and write;

6. May be required to submit documentation of a full criminal background check.

B. Application Materials

Every application for a notary commission shall be made on forms determined by the Enrollment Office that shall include:

1. The applicant's name and date of birth;

2. The applicant's residence address and telephone number;

3. The applicant's business address and telephone number, the business mailing address, if different, and the name of the applicant's employer, if any;

4. A declaration that the applicant is a citizen of the Little Traverse Bay Bands of Odawa Indians or another Federally Recognized Tribe or is an Employee of the Little Traverse Bay Bands of Odawa Indians and documentation of proof;

5. A declaration that the applicant is a citizen of the United States or proof of the applicant's legal residency in this country;

6. A declaration that the applicant can read and write;

7. All issuances, denials, revocations, suspensions, restrictions, and resignations of a notarial commission, professional license, or public office involving the applicant in this or any other tribe, state or nation;

8. All criminal convictions of the applicant, including any pleas of admission or nolo contendere, in this or any other tribe, state or nation;

9. All claims pending or disposed against a notary bond held by the applicant, and all civil findings or admissions of fault or liability regarding the applicant's activities as a Notary, in this or any other tribe, state or nation;

10. Documentation may be required of a full criminal background check of the applicant;

11. An application fee;

12. Such other information as the Enrollment Office may deem appropriate.

C. Application Denial

The Enrollment Office shall deny an application based on any of the following:

1. Submission of an official application containing material misstatement or omission of fact;

2. The applicant's conviction or plea of admission or nolo contendere for a felony or any crime involving dishonesty or moral turpitude, but in no case may a commission be issued to the applicant within 5 years after such conviction or plea;

3. A finding or admission of liability against the applicant in a civil lawsuit based on the applicant's deceit;

4. Revocation, suspension, restriction, or denial of a notarial commission or professional license by this or any other tribe, state or nation, but in no case may a commission be issued to the applicant within 5 years after such disciplinary action; or

5. An official finding that the applicant had engaged in official misconduct, whether or not disciplinary action resulted.

D. Application Appeal

Denial of an application may be appealed by filing in proper form with the Tribal Court within thirty (30) days after denial, except that an applicant may not appeal when the Enrollment Office within 5 years prior to the application has:

1. Denied or revoked for disciplinary reasons any previous application, commission, or license of the applicant; or

2. Made a finding that grounds for revocation of the applicant's commission existed.

E. Jurisdiction and Term

A person commissioned as a Notary may perform notarial acts in any part of the Little Traverse Bay Bands of Odawa Indians' reservation for a term of six (6) years, unless the commission is earlier revoked under Section 12-3 or resigned under Section 11-3.

F. Bond

1. A notary commission shall not be issued until an oath of office and Ten Thousand dollars ($10,000) bond have been filed with the Enrollment Office. The bond shall be executed by a licensed surety, for a term of six (6) years commencing on the commission's effective date and terminating on its expiration date.

2. The surety for a notary bond shall report all claims against the bond to the Enrollment Office.

3. If a notary bond has been exhausted by claims paid out by the surety, the Enrollment Office shall suspend the Notary's commission until:

a. a new bond is obtained by the Notary; and

b. the Notary's fitness to serve the remainder of the commission term is determined by the Enrollment Office.

G. Commissioning Documents

Upon issuing a notary commission, the Enrollment Office shall provide to the Notary a commission document stating the commission serial number and starting and ending dates; and

1. Certificate of Authorization to Purchase a Notary Seal stating the commission serial number.

H. Re-Commissioning

A current or former Notary applying for a new notary commission shall submit a new completed application and comply anew with all of the provisions of Chapters 3 and 4.

I. Notarized Declaration

Every applicant for a notary commission shall sign the following declaration in the presence of a

Notary of the Enrollment Office or another Notary of this Tribe:

Declaration of Applicant
I, _____ (name of applicant), solemnly swear under penalty of perjury that the personal information in this application is true, complete, and correct; that I understand the official duties and responsibilities of a Notary Public of the Little Traverse Bay Bands of Odawa Indians, as explained in the course of instruction I have taken; and that I will perform, to the best of my ability, all notarial acts in accordance with the law.
_____ (signature of applicant)
(notarial certificate)

J. Application Fee

Every applicant for a notary commission shall pay to the Little Traverse Bay Bands of Odawa Indians a nonrefundable application fee of Ten dollars ($10.00).

K. Confidentiality of Application

Information required by this section shall be used by the Enrollment Office staff only for the purpose of performing official duties under this Statute and shall not be disclosed to any person other than a government agent acting in an official capacity and duly authorized to obtain such information, a person authorized by court order, or to the applicant or such individual's duly authorized agent.

(Source: WOS 2008-005, April 6, 2008, Section IV)

6.2405 POWERS AND LIMITATIONS OF NOTARY PUBLIC

A. Powers A Notary is empowered to perform the following notarial acts:

1. Acknowledgments;

2. Oaths and affirmations;

3. Jurats;

4. Signature witnessing;

5. Copy certifications;

6. Verifications of fact;

7. Performance of Marriage Ceremonies, for a fee not to exceed $300.00;

8. Any other acts so authorized by the law of this Tribe.

(Source: WOS 2020-002, January 24, 2020, Repeal and Replace Section V)

B. Prohibitions

A Notary shall not perform a notarial act if the principal:

1. Is not in the Notary's presence at the time of notarization;

2. Is not personally known to the Notary or identified by the Notary through satisfactory evidence;

3. Shows a demeanor which causes the Notary to have a compelling doubt about whether the principal knows the consequences of the transaction requiring a notarial act; or

4. In the Notary's judgment, is not acting of his or her own free will.

C. Signature by Mark

A Notary may certify the affixation of a signature by mark on a document presented for notarization if:

1. The mark is affixed in the presence of the Notary and of two (2) witnesses unaffected by the document;

2. Both witnesses sign their own names beside the mark;

3. The Notary writes below the mark: "Mark affixed by (name of signer by mark) in presence of (names and addresses of witnesses) and undersigned notary"; and

4. The Notary notarizes the signature by mark through an acknowledgment, jurat, or signature witnessing.

D. Signature by Third Party

A Notary may sign the name of a person physically unable to sign or make a mark on a document presented for notarization if:

1. The person directs the Notary to do so in the presence of two (2) witnesses unaffected by the document;

2. The Notary signs the person's name in the presence of the person and the witnesses;

3. Both witnesses sign their own names beside the signature;

4. The Notary writes below the signature: "Signature affixed by notary in the presence of (names and addresses of person and two (2) witnesses)"; and

5. The Notary notarizes the signature through an acknowledgment, jurat, or signature witnessing.

E. Disqualifications

A Notary is disqualified from performing a notarial act if the Notary:

1. Is a party to or named in the document that is to be notarized;

2. Will receive as a direct or indirect result any commission, fee, advantage, right, title, interest, cash, property, or other consideration exceeding in value the fees charged for the notary service.

3. Is a spouse, domestic partner, ancestor, descendant, or sibling of the principal, including in-law, step, or half relatives; or

4. Is an attorney who has prepared, explained, or recommended to the principal the document that is to be notarized.

F. Refusal to Notarize

1. A Notary shall not refuse to perform a notarial act based on race, advanced age, gender, sexual orientation, religion, national origin, health or disability, or status as a non-client or non-customer of the Notary or the Notary's employer.

2. A Notary shall perform any notarial act described in this Statute unless:

a. The Notary knows or has good reason to believe that the notarial act or the associated transaction is unlawful;

b. The act is prohibited under the Statute;

c. The number of notarial acts requested practicably precludes completion of all acts at once, in which case the Notary shall arrange for later completion of the remaining acts; or

3. A Notary may but is not required to perform a notarial act outside the Notary's regular workplace or business hours.

G. Avoidance of Influence

1. A Notary shall not influence a person either to enter into or avoid a transaction involving a notarial act by the Notary, except that the Notary may advise against a transaction if the Notary knows or has good reason to believe that the notarial act or the associated transaction is unlawful;

2. A Notary has neither the duty nor the authority to investigate, ascertain, or attest the lawfulness, propriety, accuracy, or truthfulness of a document or transaction involving a notarial act.

H. False Certificate

1. A Notary shall not execute a certificate containing information known or believed by the Notary to be false.

2. A Notary shall not affix an official signature or seal on a notarial certificate that is incomplete.

3. A Notary shall not provide or send a signed or sealed notarial certificate to another person with the understanding that it will be completed or attached to a document outside of the Notary's presence.

I. Improper Documents

A Notary shall not notarize a signature:

1. On a blank or incomplete document; or

2. On a document without notarial certificate wording.

3. A Notary shall neither certify nor authenticate a photograph.

J. Intent to Deceive

A Notary shall not perform any official action with the intent to deceive or defraud.

K. Testimonials

A Notary shall not use the official notary title or seal to endorse, promote, denounce, or oppose any product, service, contest, candidate, or other offering to make it appear as a tribal government endorsement.

L. Unauthorized Practice of Law

1. If notarial certificate wording is not provided or indicated for a document, a non-attorney notary shall not determine the type of notarial act or certificate to be used.

2. A non-attorney notary shall not assist another person in drafting, completing, selecting, or understanding a document or transaction requiring a notarial act.

3. This section does not preclude a Notary who is duly qualified, trained, or experienced in a particular industry or professional field from selecting, drafting, completing, or advising on a document or certificate related to a matter within that industry or field.

4. A Notary shall not claim to have powers, qualifications, rights, or privileges that the office of notary does not provide, including the authority to give legal advice.

(Source: WOS 2008-005, April 6, 2008, Section V)

6.2406 FEES OF NOTARY PUBLIC

A. Imposition and Waiver of Fees

1. For performing a notarial act, a Notary may charge the maximum fee specified in this Statute, charge less than the maximum fee, or waive the fee.

2. A Notary shall not discriminate in setting the fee of a notarial act but may waive or reduce fees for humanitarian or charitable reasons.

B. Fees for Notarial Acts.

1. The maximum fee that may be charged by a Notary for notarial acts is ten dollars ($10.00) for performing a notarial act. Additional fees for travel may be negotiated between the Notary and the client prior to the commencement of the travel.

2. These notarial acts include:

a. For acknowledgments, per signature;

b. For oaths or affirmations without a signature, per person;

c. For jurats, per signature;

d. For signature witnessing, per signature;

e. For certified copies, per document;

f. For verifications of fact, per certificate;

C. Payment Prior to Act

A Notary may require payment of any fees prior to performance of a notarial act and any fees paid to a Notary prior to performance of a notarial act are non-refundable if:

1. The act was completed; or

2. In the case of travel fees the act was not completed for reasons stated in Section IV (F) after the Notary had traveled to meet the principal.

D. Fees of Employee Notary

1. An employer may prohibit an employee who is a Notary from charging for notarial

acts performed on the employer's time, provided that the Notary shall not refuse to perform a notarial act based on the principal's race, advanced age, gender, sexual orientation, religion, national origin, health or disability, or status as a non-client or non-customer of the Notary or the Notary's employer.

2. A private employer shall not require an employee who is a Notary to surrender or share fees charged for any notarial acts.

3. A governmental employer who has absorbed an employee's costs in becoming or operating as a Notary shall require any fees collected for notarial acts performed on the employer's time either to be waived or surrendered to the employer to support public programs.

E. Notice of Fees

Notaries who charge for their notarial services shall conspicuously display in their places of business, or present to each principal outside their places of business, a schedule of fees for notarial acts. No part of any notarial fee schedule shall be printed in smaller than ten (10) -point type.

(Source: WOS 2008-005, April 6, 2008, Section VI)

6.2407 SIGNATURE AND SEAL OF NOTARY PUBLIC

A. Official Signature

In notarizing a paper document, a Notary shall:

1. Sign by hand on the notarial certificate exactly and only the name indicated on the notary's commission;

2. Not sign using a facsimile stamp or an electronic or other printing method; and

3. Affix the official signature only at the time the notarial act is performed.

B. Official Seal

1. A Notary shall keep an official seal that is the exclusive property of the Notary.

2. The seal shall not be possessed or used by any other person, nor surrendered to an employer upon termination of employment.

3. An image of the official seal shall be affixed by the Notary on every paper document notarized.

4. An image of the seal shall be affixed only at the time the notarial act is performed.

5. When not in use, the seal shall be kept secure and accessible only to the Notary.

6. Any seal image affixed by an adhesive label shall bear a preprinted sequential number which shall be recorded in the journal of notarial acts for its respective notarization.

7. Within ten (10) days after the seal of a notary is stolen, lost, damaged, or otherwise rendered incapable of affixing a legible image, the Notary, after informing the appropriate law enforcement agency in the case of theft or vandalism, shall notify the Enrollment Office and also provide a copy or number of any pertinent police report. Upon receipt of such notice the Enrollment Office shall issue to the Notary a new Certificate of Authorization to Purchase a Notary Seal.

8. As soon as reasonably practicable after resignation, revocation, or expiration of a notary commission, or death of the notary, the seal shall be destroyed or defaced so that it may not be misused.

C. Seal Image

Near the Notary's official signature on the notarial certificate of a paper document, the Notary shall affix a sharp, legible, permanent, and photographically reproducible image of the official seal

that shall include the following elements:

1. The Notary's name exactly as indicated on the commission;

2. The serial number of the Notary's commission;

3. The words "Notary Public" and "Tribe of Little Traverses Bay Bands of Odawa Indians" and "My commission expires (commission expiration date)";

4. The Notary's business address or residency; and

5. An embossed seal impression that is not photographically reproducible may be used in addition to but not in lieu of the seal.

D. Obtaining and Providing a Seal

In order to sell or manufacture notary seals, a vendor or manufacturer shall apply for a permit from the Enrollment Office, who shall charge a fee of fifty-dollars, ($50.00) for issuance of this permit. A vendor or manufacturer shall not provide a notary seal to a purchaser claiming to be a notary, unless the purchaser presents a photocopy of his or her notary commission and a Certificate of Authorization to Purchase a Notary Seal from the Enrollment Office, and unless:

1. In the case of a purchaser appearing in person, the vendor or manufacturer identifies this individual as the person named in the commission and the Certificate of Authorization, through either personal knowledge or satisfactory evidence of identity; or

2. In the case of a purchaser ordering a seal by mail or delivery service, the vendor or manufacturer confirms the business or residency mailing address through the Enrollment Office.

3. A vendor or manufacturer shall mail or ship a notary seal only to a mailing address confirmed through the Enrollment Office.

4. For each Certificate of Authorization to Purchase a Notary Seal, a vendor or manufacturer shall make or sell one and only one seal, plus, if requested by the person presenting the Certificate, one and only one embossing seal.

5. After manufacturing or providing a notary seal or seals, the vendor shall affix an image of all seals on the Certificate of Authorization to Purchase a Notary Seal and send the completed Certificate to the Enrollment Office, retaining a copy of the Certificate and the commission for six (6) years.

6. A Notary obtaining a seal or seals as a result of a name or business address change shall present a copy of the Confirmation of Notary's Name or Address Change from the Enrollment Office.

7. A vendor or manufacturer who fails to comply with this section may be found liable through Tribal Court and may be fined. Such liability shall not preclude the civil liability of the vendor to parties injured by the vendor's failure to comply with this section.

(Source: WOS 2008-005, April 6, 2008, Section VII)

6.2408 CERTIFICATES FOR NOTARIAL ACTS

A. General Acknowledgment

A Notary shall use a certificate in substantially the following form in notarizing the signature or mark of persons acknowledging for themselves or as partners, corporate officers, attorneys in fact, or in other representative capacities:
Tribe of the Little Traverse Bay Bands of Odawa Indians
On this _____ day of _____, 20___, before me, the undersigned Notary, personally appeared _____ (name of document signer), (personally known to me)
(proved to me through identification documents allowed by law, which were _____,) (proved to me on the oath or affirmation of _____, who
is personally known to me and stated to me that (he)(she) personally knows the document signer

and is unaffected by the document,) (proved to me on the oath or affirmation of _____ and _____, whose identities have been proven to me through documents allowed by law and who have stated to me that they personally know the document signer and are unaffected by the document,) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose(.)
(as partner for _____, a partnership.)
(as _____ for _____, a corporation.)
(as attorney in fact for _____, the principal.)
(as _____ for _____, (a)(the) _____.)

_____
(official signature and seal of notary)

B. Jurat

A Notary shall use a jurat certificate in substantially the following form in notarizing a signature or mark on an affidavit or other sworn or affirmed written declaration:
Tribe of the Little Traverse Bay Bands of Odawa Indians
On this _____ day of _____, 20___, before me, the undersigned Notary, personally appeared _____ (name of document signer), (personally known to me) (proved to me through identification documents allowed by law, which were _____,) (proved to me on the oath or affirmation of _____, who is personally known to me and stated to me that (he)(she) personally knows the document signer and is unaffected by the document,) (proved to me on the oath or affirmation of _____ and _____, whose identities have been proven to me through documents allowed by law and who have stated to me that they personally know the document signer and are unaffected by the document,) to be the person who signed the preceding or attached document in my presence and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his)(her) knowledge and belief.

_____
(official signature and seal of notary)

C. Signature Witnessing

A Notary shall use a certificate in substantially the following form in notarizing a signature or

mark to confirm that it was affixed in the notary's presence without administration of an oath or affirmation.

Tribe of the Little Traverse Bay Bands of Odawa Indians

On this _____ day of _____, 20___, before me, the undersigned Notary, personally appeared _____ (name of document signer), (personally known to me)

(proved to me through identification documents allowed by law, which were _____,)

(proved to me on the oath or affirmation of _____, who is personally known to me and stated to me that (he)(she) personally knows the document signer and is unaffected by the document,) (proved to me on the oath or affirmation of _____ and _____, whose identities have been proven to me through documents allowed by law and who have stated to me that they personally know the document signer and are unaffected by the document,) to be the person who signed the preceding or attached document in my presence.

_____

(official signature and seal of notary)

D. Signer by Mark and Person Unable to Sign

On paper documents, any of the above mentioned certificates may be used for signers by mark or persons physically unable to sign or make a mark if:

1. for a signer by mark, the Notary and two (2) witnesses unaffected by the document observe the affixation of the mark, both witnesses sign their own names beside the mark, and the Notary writes below the mark: "Mark affixed by (name of signer by mark) in presence of (names and addresses of two (2) witnesses) and undersigned notary.

2. for a person physically unable to sign or make a mark, the person directs the Notary to sign on his or her behalf in the presence of the person and two (2) witnesses unaffected by the document, both witnesses sign their own names beside the signature, and the Notary writes below the signature: "Signature affixed by notary in presence of (names and addresses of person and two (2) witnesses).

E. Certified Copy

A Notary shall use a certificate in substantially the following form in notarizing a certified copy:

Tribe of _____
On this _____ day of _____, 20___, I certify that the (preceding) (following)(attached) document is a true, exact, complete, and unaltered copy made by me of _____ (description of document), (presented to me by the document's custodian, _____,) (held in my custody as a notarial record,) and that, to the best of my knowledge, the copied document is neither a vital record, a public record nor a publicly recordable document, certified copies of which may be available from an official source other than a Notary.

_____
(official signature and seal of notary)

F. Verification of Fact

A Notary shall use a certificate in substantially the following form in verifying a fact:

Tribe of the Little Traverse Bay Bands of Odawa Indians
On this _____ day of _____, 20___, I certify that I have reviewed the following record(s),
(a) _____,
(b) _____,
(c) _____,
(d) _____,
at the following offices, respectively,
(a) _____,
(b) _____,
(c) _____,
(d) _____,
or upon the records' presentation to me by _____,
and hereby verify the following facts as stated in these records:
(a) _____,
(b) _____,
(c) _____,
(d) _____.
(official signature and seal of notary)]

(Source: WOS 2008-005, April 6, 2008, Section VIII)

6.2409 EVIDENCE OF AUTHENTICITY OF NOTARIAL ACT

A. Forms of Evidence

On a notarized document sent to another state or nation, evidence of the authenticity of the official seal and signature of a Notary of this Tribe, if required, shall be in the form of:

1. A certificate of authority from the Enrollment Office.

B. Certificate of Authority

A certificate of authority evidencing the authenticity of the official seal and signature of a Notary of this Tribe shall be substantially in the following form:

Certificate of Authority for a Notarial Act
I, _____ (name, title, jurisdiction of authenticating official), certify that _____ (name of notary), the person named in the seal and signature on the attached document, was a Notary Public for the Tribe of the Little Traverse Bay Bands of Odawa Indians and authorized to act as such at the time of the document's notarization. To verify this Certificate of Authority for a Notarial Act, I have affixed below my signature and seal of office this _____ day of _____, 20___. (Signature and seal of commissioning official)

C. Fees

The Enrollment Office may charge for issuing a certificate of authority, ten dollars ($10.00).

(Source: WOS 2008-005, April 6, 2008, Section IX)

6.2410 CHANGES OF STATUS OF NOTARY PUBLIC

A. Change of Address

Within ten (10) days after the change of a Notary's residence, business, or mailing address, the Notary shall send to the Enrollment Office a signed notice of the change, giving both old and new addresses and shall not notarize until a new seal bearing the new business address has been obtained; and the surety for the Notary's bond has been informed in writing.

B. Change of Name

Within ten (10) days after the change of a Notary's name by court order or marriage, the Notary shall send to the Enrollment Office a signed notice of the change, giving both former and new names, with a copy of any official authorization for such change and shall not notarize until a new seal bearing the new name has been obtained; and the surety for the Notary's bond has been informed in writing.

C. Resignation

A Notary who resigns his or her commission shall send to the Enrollment Office a signed notice indicating the effective date of resignation.

1. Notaries who cease to reside in or to maintain a regular place of work or business within the reservation of the Tribe shall resign their commissions.

2. Notaries who are no longer a Tribal Citizens of the LTBB or another Federally Recognized Tribe or an employee of the LTBB shall resign their commissions.

3. Notaries who are no longer a legal resident of the United States or who become permanently unable to perform their notarial duties shall resign their commissions.

D. Disposition of Seal

When a Notary commission expires or is resigned or revoked, the Notary shall as soon as reasonably practicable, destroy or deface all notary seals so that they may not be misused.

E. Death of Notary

If a Notary dies during the term of commission, the Notary's personal representative shall:

1. Notify the Enrollment Office of the death in writing;

2. As soon as reasonably practicable, destroy or deface all notary seals so that they may not be misused.

(Source: WOS 2008-005, April 6, 2008, Section X)

6.2411 LIABILITY, SANCTIONS, AND REMEDIES FOR IMPROPER ACTS

A. Liability of Notary, Surety, and Employer

1. A Notary is liable to any person for all damages proximately caused that person by the Notary's negligence, intentional violation of law, or official misconduct in relation to a notarization.

2. A surety for a Notary's bond is liable to any person for damages proximately caused that person by the Notary's negligence, intentional violation of law, or official misconduct in relation to a notarization during the bond term, but this liability may not exceed the dollar amount of the bond or of any remaining bond funds that have not been disbursed to other claimants. Regardless of the number of claimants against the bond or the number of notarial acts cited in the claims, a surety's aggregate liability shall not exceed the dollar amount of the bond.

3. An employer of a Notary is liable to any person for all damages proximately caused that person by the Notary's negligence, intentional violation of law, or official misconduct in performing a notarization during the course of employment, if the employer directed, expected, encouraged, approved, or tolerated the Notary's negligence, violation of law, or official misconduct either in the particular

transaction or, impliedly, by the employer's previous action in at least one similar transaction involving any Notary employed by the employer.

4. An employer of a Notary is liable to the Notary for all damages recovered from the Notary as a result of any violation of law by the Notary that was coerced by threat of the employer, if the threat, such as of demotion or dismissal, was made in reference to the particular notarization or, impliedly, by the employer's previous action in at least one similar transaction involving any Notary employed by the employer. In addition, the employer is liable to the Notary for damages caused the Notary by demotion, dismissal, or other action resulting from the Notary's refusal to engage in a violation of law or official misconduct.

5. Notwithstanding any other provision in this Statute, for the purposes of this section "negligence" shall not include any good-faith determination made by the Notary.

B. Proximate Cause

Recovery of damages against a Notary, surety, or employer does not require that the Notary's negligence, violation of law, or official misconduct be either the sole or principal proximate cause of the damages.

C. Revocation

1. The Enrollment Office shall revoke a Notary's commission for:

a. Failure to maintain a residence or a regular place of work or business within the Tribal Reservation;

b. Failure to maintain status as a legal resident of the United States;

c. Failure to maintain status as a Tribal Citizen of the LTBB or another Federally Recognized Tribe or an employee of LTBB;

d. A conviction of a felony or of a substantially corresponding violation of

another tribe or state on the date that the person's felony conviction is entered.

e. A conviction of two (2) or more misdemeanor offenses involving a violation of this act within a 12-month period while commissioned, or of three (3) or more misdemeanor offenses involving a violation of this act within a five (5)-year period.

f. A sentence of imprisonment in a correctional facility or jail in this or any other tribal, state or federal correctional facility.

g. Prior to revocation of a Notary's commission, the Enrollment Office shall inform the Notary of the basis for the revocation and that the revocation takes effect on a particular date unless a proper appeal is filed with the Tribal Court before that date.

2. Resignation or expiration of a notary commission does not terminate or preclude an investigation into the Notary's conduct by the Enrollment Office, who may pursue the investigation to a conclusion, whereupon it shall be made a matter of public record whether or not the finding would have been grounds for revocation.

D. Warning or Injunction for Misconduct

The Enrollment Office may deliver a written Official Warning to Cease Misconduct to any Notary whose actions are judged to be official misconduct or may seek a court injunction to prevent a person from violating any provision of this Statute.

E. Publication of Sanctions and Remedial Actions

The Enrollment Office shall regularly publish a list of persons whose notary commissions have been revoked by the Enrollment Office or Tribal Court or whose actions as a Notary were the subject of a court injunction or Official Warning to Cease Misconduct on the Tribal web-site and newsletter.

F. Potential Civil Infractions

In performing a notarial act, a Notary is liable of a civil infraction upon finding by the Little Traverse Bay Bands of Odawa Indians Tribal Court that may include a fine for knowingly:

1. Failing to require the presence of a principal at the time of the notarial act;

2. Failing to identify a principal through personal knowledge or satisfactory evidence;

3. Executing a false notarial certificate;

4. A Notary who knowingly performs or fails to perform any other act prohibited or mandated respectively by this statute;

5. Performing a notarial act after his or her commission is revoked.

G. Additional Remedies and Sanctions Not Precluded

The remedies and sanctions of this Statute do not preclude other remedies and sanctions provided by law.

H. Violations by Non-Notary

A person found liable for a civil infraction under this section by the Little Traverse Bay Bands of Odawa Indians Tribal Court may be fined.

1. Impersonation

Any person not a Notary who knowingly acts as or otherwise impersonates a Notary.

2. Wrongful Possession

Any person, who knowingly obtains, conceals, defaces, or destroys the seal or official

records of a Notary.

3. Improper Influence

Any person who knowingly solicits, coerces, or in any way influences a Notary to commit official misconduct.

I. Additional Sanctions Not Precluded

The sanctions of this chapter do not preclude other sanctions and remedies provided by law.

(Source: WOS 2008-005, April 6, 2008, Section XI)

6.2412 PROHIBITION ON FOREIGN JURISDICTIONS

Employees of the LTBB are prohibited from performing foreign jurisdiction (other States or Tribal) Notorial acts in conjunction with their employment with LTBB beyond 360 days after the enactment of this Statute.

(Amended by WOS 2008-005, October 19, 2008)

6.2413 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws or ordinances of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2008-005, April 6, 2008, Section XIII)

6.2414 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever

comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2008-005, April 6, 2008, Section XIV)

Chapter 25. Land and Reservation

Codification Note: This chapter has been relocated to Title XV at 15.901

Chapter 26. Office of Finance and Revenue

Codification Note: This chapter has been relocated to Title XV at 15.1001

Chapter 27. Liquor and Tobacco Licensing Board Statute

Codification Note: This chapter has been relocated to Title XV at 15.1101

Chapter 28. Traditional Tribal Burial Grounds

Codification Note: This chapter has been relocated to Title VIII at 8.701

Chapter 29. Asset Disposition

6.2901 PURPOSE

The purpose of this Statute is to establish the law that governs the encumbrance of Tribal lands, the encumbrance of intangible assets and the encumbrance and disposition of non-real estate tangible assets in accordance with the Little Traverse Bay Bands Constitution. This statute repeals and replaces WOS 2009-022.

(Source: WOS 2012-015, August 18, 2012, Section I)

6.2902 POLICY INTENTION

The intent of this Statute is to provide the minimum standards for the disposal of assets and the subsequent reporting in financial records.

(Source: WOS 2012-015, August 15, 2012, Section II)

6.2903 DEFINITIONS

A. *"Book value"* or "net book value" means historical cost of a capital asset less any related accumulated depreciation.

B. *"Capital Asset"* means tangible property which cannot easily be converted into cash and which is usually held for a long period, including equipment.

C. *"Competitive Bidding"* means a transparent process for disposal of an asset which may include soliciting bids, competitive negotiation using a request for proposals, fixed pricing, public auctions, on-line auctions or sealed bids.

D. *"Disposal"* means to relinquish ownership of an asset in a conclusive manner by sale, exchange, transfer, involuntary conversion, abandonment or donation.

E. *"Donation"* means property that may be used for other tribal purposes that will benefit Tribal Citizens in the areas of social, educational, cultural and health activities.

F. *"Fixtures"* means goods or items that have become permanently affixed to the land that materially or substantially contribute to the overall purpose and nature of the land, or related to, or associated in use to the land in such a way that it is regarded as part of it.

G. *"Intangible Asset"* means something of value that cannot be physically touched, such as a brand, franchise, trademark, or patent.

H. *"Real Property"* means land and fixtures.

I. *"Surplus property"* means tangible personal property, including minor equipment, office furniture, computer equipment, vehicles, and items determined to be obsolete, over stocked or no longer need by the owner.

J. *"Territorial Jurisdiction of the Little Traverse Bay Bands of Odawa Indians"* means "areas referenced in Public Law 103-324, 25 USC Section 1300k-2(b)(2)(A) as the boundaries *of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat.621."* Little Traverse Bay Bands Constitution, Article V(A)(1)(a).

K. *"Tribe"* means the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2012-015, August 19, 2012, Section III)

6.2904 DISPOSAL OF CAPITAL ASSETS

A. Capital assets retired from service shall be disposed of in the most efficient and cost effective manner possible.

A. Capital assets shall be disposed of in a manner that is environmentally responsible.

C. Capital assets with a book value greater than $10,000 shall be disposed of by competitive bidding. All other assets may be deemed as surplus.

(Source: WOS 2012-015, August 19, 2012, Section IV)

6.2905 DISPOSAL OF TANGIBLE PROPERTY

A. Tangible personal property shall be designated as surplus.

B. Any surplus shall be disposed of without warranty.

C. Surplus property shall be disposed of by either competitive bidding, by donation or by disposal.

D. Surplus property shall be disposed of in a manner that is environmentally responsible.

E. Information technology and communication equipment shall have all data and software removed from the equipment prior to disposal.

(Source: WOS 2012-015, August 19, 2012, Section V)

6.2906 DISPOSAL OF REAL PROPERTY

Disposal of the following shall require prior approval by Tribal Council:

A. Land, in accordance with the Constitutional requirements.

B. Fixtures.

C. Other actions including, but not limited to, demolition of buildings, substantial changes to the nature and scope of natural resources, and/or an increase or decrease in the square footage of buildings by more than fifty percent.

(Source: WOS 2012-015, August 19, 2012, Section VI)

6.2907 DISPOSAL OF INTANGIBLE ASSETS

Disposal of intangible property shall have prior approval by Tribal Council.

(Source: WOS 2012-015, August 19, 2012, Section VII)

6.2908 FIRST REFUSAL

All capital assets and tangible property shall be offered to governmental departments and enterprises before disposal by any other method.

(Source: WOS 2012-015, August 19, 2012, Section VIII)

6.2909 REGULATIONS

The Executive may develop Regulations as it deems necessary for the implementation of the intent of this Statute and shall forward such Regulations to the Tribal Council for approval.

(Source: WOS 2012-015, August 19, 2012, Section IX)

6.2910 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws or ordinances of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2012-015, August 19, 2012, Section X)

6.2911 EFFECTIVE DATE

Effective upon signature of the Executive or shall be deemed enacted if not expressly vetoed by the Executive within thirty (30) days of submission. The Tribal Council may, by an affirmative vote of seven (7) members of the Tribal Council, override a veto by the Executive.

(Source: WOS 2012-015, August 19, 2012, Section XI)

Chapter 30. Health Department

Codification Note: This chapter has been relocated to Title XV at 15.1201

Chapter 31. Repeal of Waganakising Odawak Statute 2010-007 Legal and Legislative Committee

Codification Note: This chapter has been relocated to Title XV at 15.1301

Codification Note: This chapter has been relocated to Title IX at 9.1301

Chapter 33. Tribal Prosecutor

6.3301 SHORT TITLE

This Statute may be cited as the "Tribal Prosecutor Statute", and repeals and replaces any prior Statute or resolution or amendment to same.

(Source: WOS 2011-006, March 22, 2011, Section I)

6.3302 PURPOSE

The purpose of this Statute is to establish Tribal standards and ethics for the prosecution of crimes and the representation of the Tribe in Child Welfare matters.

A. Little Traverse Bay Bands of Odawa Indians finds protecting the Prosecutor from influence is necessary for the portion of the Prosecutors duties of conducting criminal investigations and prosecutions.

B. Little Traverse Bay Bands of Odawa Indians finds that it is paramount in exercising its rights to promote the efforts of law enforcement to protect the community, conduct investigations and to apprehend those who commit crimes through the authority of the Office of the Prosecutor.

C. Little Traverse Bay Bands of Odawa Indians find that it is paramount in exercising its rights to prescribe the best interest of the Tribe by promoting the stability and security of it families.

(Source: WOS 2011-006, March 22, 2011, Section II)

6.3303 DEFINITIONS

A. "Best Interests of the Child" means the sum total of the following factors to be considered, evaluated, and determined by the Court:

1. The love, affection, and other emotional ties existing between the parties involved and the child;

2. The capacity and disposition of the parties involved to give the child love, affection, and guidance and to continue the education and raising of the child in his or her religion or creed, if any;

3. The capacity and disposition of the parties involved to provide the child with food, clothing, medical care or other remedial care recognized and permitted under the laws of the Tribe in place of medical care, and other material needs;

4. The length of time the child has lived in a stable, satisfactory environment, and the desirability of maintaining continuity;

5. The permanence, as a family unit, of the existing or proposed custodial home or homes;

6. The moral fitness of the parties involved;

7. The mental and physical health of the parties involved;

8. The home, school, and community record of the child;

9. The reasonable preference of the child, if the Court considers the child to be of sufficient age to express preference;

10. The willingness and ability of each of the parties to facilitate and encourage a close and continuing parent-child relationship between the child and the other parent or the child and the parents;

11. Domestic violence, regardless of whether the violence was directed against or witnessed by the child; and

12. Any other factor considered by the Court to be relevant.

B. "Best Interest of the Tribe" means the Tribe's interest in protecting the best interests of Indian children and to promote the stability and security of Indian tribes and families.

C. "Chief of Police" means the Chief of the Little Traverse Bay Bands of Odawa Indians Law Enforcement;

D. "Indian" means a person who a member of a federally recognized Indian Tribe;

E. "Indian Tribe" means any federally recognized Tribe;

F. "Prosecutor" means the person identified within the Tribal Constitution to represent the Tribe in child welfare matters and violations of Tribal law, Article X (A) and such assistant Prosecutors.

G. "Territorial Jurisdiction of the Little Traverse Bay Bands of Odawa Indians" means "areas referenced in Public Law 103-324, 25 USC Section 1300k-2(b)(2)(A) as the boundaries *of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat.621."* Little Traverse Bay Bands Constitution, Article V(A)(1)(a).

H. "Tribal Child/Children" means a child who is enrolled Citizen of the Little Traverse Bay Bands of Odawa Indian or eligible for enrollment;

I. "Tribal Constitution" means Constitution of the Little Traverse Bay Bands of Odawa Indians as adopted on February 2, 2005.

J. "Tribal Council" means the Tribal Council of the Little Traverse Bay Bands of Odawa Indians.

K. "Tribal Court" means the Little Traverse Bay Bands of Odawa Indians Tribal Court;

L. "Tribe" means the Little Traverse Bay Bands of Odawa Indians;

(Source: WOS 2011-006, March 22, 2011, Section III)

6.3304 APPOINTMENT AND COMPENSATION

A. In accordance with the Tribal Constitution, the Tribal Chair shall receive, prepare and submit nominations to the Tribal Council for consideration for the appointment of the Prosecutor.

B. The Prosecutor shall be appointed by an affirmative vote of six of the nine Tribal Council members and such appointments shall be for a three year term, without limitations on reappointment.

C. Assistant Prosecutors shall be appointed by an affirmative vote of six of the nine Tribal Council members and such appointments shall be for a two year term without limitations on reappointment.

D. The Prosecutor and Assistant Prosecutors shall be compensated in accordance with the Constitutionally Mandated Compensation Statute and any amendments therein.

(Source: WOS 2011-006, March 22, 2011, Section IV)

6.3305 QUALIFICATION

A. Any person shall be eligible to serve as Prosecutor only if he/she:

1. Is an attorney in good standing licensed to practice law in Tribal Court and any state in the United States;

2. Applicable Indian Preference laws shall apply to this position;

B. The Prosecutor may be removed in accordance with Section XII, for failure to maintain such listed qualifications.

(Source: WOS 2011-006, March 22, 2011, Section V)

6.3306 PROSECUTOR'S OFFICE

A. The Prosecutor's office shall function as an independent office, separate from the three branches of government

B. The Prosecutor shall develop and implement office policies and procedures for purchasing, and personnel, etc., in accordance with standard administrative and accounting practices.

C. The Prosecutor shall have the authority to hire administrative staff, subject to budget approval by the Tribal Council.

(Source: WOS 2011-006, March 22, 2011, Section VI)

6.3307 FUNDING

A. The Prosecutor shall submit an annual budget directly to the Tribal Council in accordance with the Budget Formulation Statute, or such future Statute as amended.

B. The Prosecutor may apply for grants and other funding that enhances the functions of the office in accordance with applicable laws and/or policies.

(Source: WOS 2011-006, March 22, 2011, Section VII)

6.3308 DUTIES OF THE PROSECUTOR

A. The Tribal Prosecutor shall:

1. Be the Chief Law Enforcement Officer of the Tribe and shall represent the Tribe in all criminal investigations and prosecutions in Tribal Court, including, but not limited to:

a. Reviewing all charges and complaints of violations of the Tribal Criminal Laws or such other laws or Statutes as authorized by such law or Statute.

b. Having the discretion to prosecute violations of the Tribal Criminal Laws and such other laws or Statutes as authorized by such law or Statute by determining whom to charge and what charges to bring.

c. Reviewing all requests for arrest warrants and search warrants to determine if all Constitutional and legal requirements are satisfied prior to approval or

authorization.

d. Having the authority to issue subpoenas for compelling or producing documentation in investigations.

e. Having the authority to grant immunity to a witness.

2. Represent the Tribe in juvenile delinquency matters.

3. Represent the Tribe in Indian child welfare matters in both Tribal Court and State Court proceedings and:

a. Shall advocate for the best interest of the Tribe;

b. Shall make certain that all placements of Indian children be in accordance with Tribal preference for child placement;

c. Shall intervene in all State Court cases involving Tribal children involved in Indian child welfare cases on behalf of the Tribe;

d. Shall request a transfer from State Court to Tribal Court if placement of the Tribe's children does not confirm to the Tribe's placement preferences;

e. Any exceptions to this Section shall be reported immediately to Tribal Council in writing.

4. Establish a working relationship with tribal, local, state and federal jurisdictions to establish a protocol for coordinating criminal investigations, prosecutions and child welfare matters.

(Source: WOS 2011-006, March 22, 2011, Section VIII)

6.3309 APPOINTMENT OF SPECIAL PROSECUTOR

A. In the case of either a conflict of interest or where the Prosecutor is unavailable, the Special Prosecutor also known as the Assistant Prosecutor shall have all of the authority of the Tribal Prosecutor in the handling of matters or cases within the limited purpose as set forth in this section.

B. The Prosecutor shall recuse him or herself from any matter or case as the Prosecutor deems appropriate based on conflict of interest or where a Court of competent jurisdiction, upon motion of an interested party or on its own motion, finds a conflict of interest.

C. Unavailable, within this section, shall mean death, incapacity, vacancy, or unavailable or unresponsive by phone, electronic communications, or other means for a period of not less than 24 hours and the matter needs to be addressed within 48 hours or the Tribe will suffer detrimental harm or the matter needs immediate attention within a 24 period or the Tribe will suffer detrimental harm.

D. Every two years, the Tribal Chair shall provide nominations for Special Prosecutor/Assistant Prosecutor for Tribal Council approval. Such nomination shall meet the qualifications as set forth in Section V of this Statute and shall be approved in accordance with the Tribal Constitution. The Special Prosecutor/Assistant Prosecutor shall only serve for the limited purpose of handling matter or cases that involve a conflict of interest for the Prosecutor or a vacancy in the Prosecutor position during the two year appointment.

E. The Special Prosecutor/Assistant Prosecutor shall have all of the authority of the Tribal Prosecutor in the handling of matters or cases within the limited purpose as set forth in this section.

(Source: WOS 2012-014, August 19, 2012, Section IX)

6.3310 SPECIAL ETHICAL CONSIDERATION OF THE PROSECUTOR

A. The Prosecutor shall:

1. Refrain from prosecuting a charge that the Prosecutor knows is not supported by probable cause;

2. Make reasonable efforts to assure that the accused has been advised of the right to, and the procedure for obtaining counsel and has been given reasonable opportunity to obtain counsel as permitted by the Indian Civil Rights Act [25 U.S.C. Section 1302];

3. Not seek to obtain from an unrepresented accused a waiver of important pretrial rights;

4. Make timely disclosure to the defense of all evidence or information known to the Prosecutor that tends to negate the guilt of the accused or mitigates the degree of the offense, and, in connection with sentencing, disclose to the defense and to the Court all unprivileged mitigating information known to the Prosecutor, except when the Prosecutor is relieved of this responsibility by a protective order of this Court;

5. Refrain from making extrajudicial statements that a reasonable person would expect to be disseminated by means of public communication and that does more than state without elaboration:

- **a.** Information contained in a public record;
- **b.** That the investigation is in progress;
- **c.** The general scope of the investigation including a description of the offense, and if permitted by law, the identity of the victim;
- **d.** A request for assistance in apprehending a suspect or assistance in other matters and the information necessary to the request for assistance; or
- **e.** A warning to the public of any dangers.

6. Exercise reasonable care to prevent investigators, law enforcement, employees, or other persons assisting or associated with the Prosecutor in a criminal case from making an extrajudicial statement.

7. Not receive any fee or reward from or on behalf of any victim or other individual for services in any prosecution or business which it is the Prosecutor's official duty to attend.

8. Not hold any other Tribal elected or Judicial office while in office as the Prosecutor.

9. Not appear for or defend any person that was previously charged or issued an arrest warrant by the Prosecutor.

B. Prosecutors have a duty to not be dissuaded from making difficult or unpopular decisions. Prosecutors have a responsibility to study the applicable law and factors. They must not be influenced in making these decisions by the fear of being unpopular politically or from the threat of community or personal reprisal. They must not be influenced by threatening community or family anger. Their decisions should never be reactive to non-admissible influences, rather they should act based on their opinion as formed by the applicable facts and law of each case.

C. The political activity of a Prosecutor shall be consistent with the support of the Tribe's jurisdictional rights. Tribal Prosecutors will refrain from all political activities or actions which could be interpreted in the community as supporting any political position except that the Tribe's right and responsibility to govern its own Citizens and its own territory. All actions should be consistent with this belief and supportive of this standard. This prohibition does not mean that Prosecutors cannot, if they choose, engage in activities of electoral politics at the local, state, national or tribal level. This prohibition is specific as to politics adversely affecting the jurisdictional rights of the Tribe.

D. A Prosecutor may write, lecture, teach and speak on any subject, and engage in the arts, sports, and other social and recreational activities of the Tribe, if those activities do not interfere with the performance of his or her duties.

E. A Prosecutor shall avoid financial and business dealings that tend to reflect adversely on his or her impartiality, interfere with the performance of his or her Prosecutorial duties, exploit the Prosecutor's position, or involve him or her in frequent transactions with lawyers and others likely to be involved in the opposing side in court cases. The Prosecutor may, however, hold other employment or participate in the operation of a business.

F. Neither the Prosecutor nor any member of his or her family or household shall accept a gift, bequest, favor, or loan from anyone which would affect or appear to affect his or her impartiality in Prosecutorial duties, or on the Prosecutor's appearance of fairness.

G. A Prosecutor shall disqualify himself or herself from acting as Prosecutor in any proceeding in which his or her impartiality might reasonably be questioned, including instances where:

1. The Tribal Prosecutor has a personal bias or prejudice concerning a party or personal knowledge of disputed evidentiary facts;

2. The Tribal Prosecutor served as lawyer, advocate, or personal representative in the matter before the Court, or a person with whom the Tribal Prosecutor has been associated with in a professional capacity served as a lawyer, advocate or personal representative concerning the matter;

3. The Tribal Prosecutor knows that he or she individually or a member of his or her family or household has a financial interest in the subject matter in controversy or is a party to the proceeding, or has any other interest that could be substantially affected by the proceedings; or

4. The Prosecutor or a member of his or her family or household:

a. Is a party to the proceeding, or an officer, director, or trustee of a party;
b. Is acting as a lawyer or lay advocate in the proceeding; or
c. Is to the Prosecutor's knowledge likely to be a material witness in the proceeding.

H. The Prosecutor shall be subject to the Constitutionally Mandated Rules of Conduct for Officials of Tribal Government.

(Source: WOS 2011-006, March 22, 2011, Section X)

6.3311 CRIMINAL INVESTIGATIONS

The Prosecutor shall be notified of any and all criminal investigation that potentially may involve violations of tribal law, including investigations by federal, state or local authorities.

(Source: WOS 2011-006, March 22, 2011, Section XI)

6.3312 NOT TO ACT IN CIVIL MATTER

The Prosecutor shall not act or represent the Tribe in civil matters, unless authorized by Law or Statute or prior approval of the Tribal Council, except as provided in article X, § A of the Tribal Constitution.

(Source: WOS 2011-006, March 22, 2011, Section XII)

6.3313 NOTICE AND REPORTING REQUIREMENTS

All notices received by the Tribe for State Court Child Welfare proceedings, as required by the Indian Child Welfare Act, shall be immediately forwarded to the Tribal Prosecutor.

(Source: WOS 2011-006, March 22, 2011, Section XIII)

6.3314 REMOVAL OF TRIBAL PROSECUTOR

A. A Prosecutor may only be removed by a vote of six of the nine members of Tribal Council for one or more of the following reasons:

1. Unethical conduct as defined by this Statute or any other applicable Code of Conduct adopted by the Tribal Council or Tribal Court.

2. Physical or mental disability which prevents the performance of his or her duties.

3. Persistent failure to perform duties in a timely manner.

4. Gross misconduct that is clearly prejudicial to the administration of justice.

5. Fails to maintain the requirements for qualifications found in Section V.

B. The Prosecutor shall be given adequate notice of any proceeding for removal and shall have an opportunity to examine the evidence against them, offer evidence in their favor, call witnesses in their favor, examine witnesses, and address the body conducting the removal proceeding.

(Source: WOS 2011-006, March 22, 2011, Section XIV)

6.3315 SAVINGS CLAUSE

In the event that any section, subsection or phrase of this Statute is found by a court of competent jurisdiction to violate the Constitution or laws of the Little Traverse Bay Bands of Odawa Indians, such part shall be considered to stand alone and to be deleted from this Statute, the entirety of the balance of the Statute to remain in full and binding force and effect so long as the overall intent of the Statute remains intact.

(Source: WOS 2011-006, March 22, 2011, Section XV)

6.3316 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the Statute, then upon Tribal Council override of the veto.

(Source: WOS 2011-006, March 22, 2011, Section XVI)

Chapter 34. Accounting Department

Codification Note: This chapter has been relocated to Title XV at 15.1401

Chapter 35. Office of the Treasury (Repealed and replaced)

Codification Note: Repealed and Replaced by WOS 2016-005 at 6.2601

Chapter 36. Repeal of LTBB Waganakising Representative to Michigan Anishnaabeg Cultural Preservation and Repatriation Alliance (MACPRA) and Native American Graves Protection and Repatriation Act (NAGPRA)

6.3601 PURPOSE

The purpose of this Statute is to repeal the Waganakising Odawak Statute 2011-017 LTBB Waganakising Representative to Michigan Anishnaabeg Cultural Preservation and Repatriation Alliance (MACPRA) and Native American Graves Protection and Repatriation Act (NAGPRA)Statute.

(Source: WOS 2018-021, December 5, 2018, Section I)

6.3602 FINDINGS and REPEALED

The authority and duties of the Michigan Anishnaabeg Cultural Preservation and Repatriation Alliance (MACPRA) and Native American Graves Protection and Repatriation Act (NAGPRA) representative(s) are incorporated into the Tribal Historic Preservation Office that is composed of the Tribal Historic Preservation Officer and staff, in accordance with WOS 2014-013, *Tribal Historic Preservation Office Protection and Management of Archaeological, Historical, and Cultural Properties and Cultural Resources Statute*, or as may be amended. Therefore, WOS 2011-017, *LTBB Waganakising Representative to Michigan Anishnaabeg Cultural Preservation and Repatriation Alliance (MACPRA) and Native American Graves Protection and Repatriation Act (NAGPRA) Statute* is hereby repealed in its entirety.

(Source: WOS 2018-021, December 5, 2018, Section II)

6.3603 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws, ordinances or statutes of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2018-021, December 5, 2018, Section III)

6.3604 EFFECTIVE DATE

This Statute shall only take effect upon the passage of Waganakising Odawak Statute Tribal Historic Preservation Office Protection and Management of Archaeological, Historical and Cultural Properties and Cultural Resources.

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval which ever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2018-021, December 5, 2018, Section IV)

Chapter 37. Tribal Chair Ambassadorial Capacity and Tribal Representatives

6.3701 SHORT TITLE

This Statute shall be entitled "Ambassadorial Capacity and Tribal Representatives" Statute. This statute rescinds and replaces any and all previous Statutes, Resolutions, Regulations and/or policies related to this subject matter that is in conflict with this Statute. WOS 2006-002 is repealed and replace by this Statute.

(Source: WOS 2012-001, March 18, 2012, Section I)

6.3702 PURPOSE

To provide clarification, authority and duties of the Ambassador and Representatives in carrying out their respective responsibilities on behalf of the Tribe.

(Source: WOS 2012-001, March 18, 2012, Section II)

6.3703 DEFINITIONS

A. "Ambassador" means the Tribal Chair designated by the Tribal Constitution to represent

the Tribe when meeting with high-ranking officials of other sovereign nations.

B. **"Representative"** means the person designated by the Tribal Chair and approved by Tribal Council to represent the Tribe at meetings that require voting on behalf of the Tribe including meeting with the following: lower ranking government officials, Tribal organizations, Inter-Tribal organizations, non-profits, or other governmental or municipal sub-entities.

C. **"Sovereign Nations"** means United States Government, State of Michigan, Federally Recognized Tribes, and other foreign or domestic governments.

D. **"Tribe"** means the Little Traverse Bay Bands of Odawa Indians or the Waganakising Odawa.

E. **"Tribal organizations/Inter-Tribal organizations"** means an entity with voluntary membership and is made up of Tribes and individuals who have met eligibility criteria, such as United Tribes of Michigan, Midwest Alliance of Sovereign Tribes, National Congress of American, and National Indian Gaming Authority.

(Source: WOS 2012-001, March 18, 2012, Section III)

6.3704 AMBASSADORIAL CAPACITY

A. According to the Tribal Constitution, the Chairperson shall have the power and duty to represent the Tribe in an ambassadorial capacity. Article VIII, and does not need Tribal Council approval in representing the Tribe in an ambassadorial capacity.

B. The Chairman shall represent the Tribe when meeting with or attending functions that involve high-rank officials of other sovereign nations.

C. The Chairman does not have the authority to bind the Tribe either expressly or implied, unless approved by Tribal Council, prior to the action or vote taken.

D. The Chairperson shall stand for the best interests of the Tribe and Tribal Citizens and shall not represent, explicitly or implicitly, any interest that is adverse to the Tribe's interest.

(Source: WOS 2012-001, March 18, 2012, Section IV)

6.3705 REPRESENTATIVE APPOINTMENT AND REMOVAL

A. The Representative may be appointed for a set term or on a temporary basis. All appointed positions shall be nominated by the Executive and approved by a majority vote of Tribal Council by Certified Motion or in limited cases by Resolution that contains the term of the appointment.

B. Where appropriate, the nominate for "Tribal organizations/Inter-Tribal organizations" such as United Tribes of Michigan, Midwest Alliance of Sovereign Tribes, National Congress of American Indians shall be the Tribal Chair/Vice Chair or in the alternative a Tribal Council member if the Tribal Chair/Vice Chair is unwilling or unable to participate. The nomination for the National Indian Gaming Authority shall be a member of the Gaming Authority or in the alternative a Tribal Council member or Tribal Chair/Vice Chair if no member of the Gaming Authority is willing or able to participate.

C. The Representative does not have the authority to bind the Tribe either expressly or implied, unless approved by Tribal Council, prior to the action or vote taken on behalf of the Tribe.

D. The Representative shall stand for the best interests of the Tribe and Tribal Citizens and shall not represent, explicitly or implicitly, any interest that is adverse to the Tribe's interest.

E. The Representative may be removed by ¾ majority vote of those Tribal Council members who are eligible to vote.

F. If a vacancy occurs or immediate action needs to be taken, then the Executive may nominate him or herself, or a Tribal Council member to fill the representative position on an interim basis.

(Source: WOS 2012-001, March 18, 2012, Section V)

6.3706 DUTIES AND AUTHORITY OF THE REPRESENTATIVE

A. The Representative shall advocate for the best interest of the Tribe.

B. The Representative shall have voting privileges while representing the Tribe's interests.

C. The Representative shall provide a report to the Tribal Council quarterly or as requested by Tribal Council.

(Source: WOS 2012-001, March 18, 2012, Section VI)

6.3707MEMBERSHIP AUTHORIZED

A. The Tribal Council authorizes annual membership in the Midwest Alliance of Sovereign Tribes, National Indian Gaming Association, National Congress of American Indians and United Tribes of Michigan along with other such organizations as approved by Tribal Council.

(Source: WOS 2012-001, March 18, 2012, Section VII)

6.3708 APPROPRIATIONS

A. This Statute shall be funded by General Funds and a line item shall be designated in the Executive Budget for the funding of this Statute or such other budgets as appropriate.

B. Upon approval of a Representative to an appointed position, Tribal Council shall appropriate the funds necessary to pay annual dues for organizations and hereby directs the Executive to place appropriate allocations in for future budget requests, if funds are not already appropriated otherwise.

C. The Executive is authorized to release the information necessary for each organization to determine dues, votes, and other membership conditions.

(Source: WOS 2012-001, March 18, 2012, Section VIII)

6.3709 DAMAGES AND LIABILITY

A. If the Chairperson takes actions in his/her ambassadorial capacity that is beyond the authority or adverse to the interests of the Tribe, the Tribal Chairperson shall be held personally liable for any costs or damages that arise out of such action.

B. If the Representative takes actions in his/her capacity of representing the Tribe that is beyond the authority or adverse to the interests of the Tribe, the Representative shall be held personally liable for any costs or damages that arise out of such action.

C. Tribal Council expressly waives sovereign immunity of the Tribal Chairperson and/or Representative for any liability or damages incurred as a result of his/her action if it is found to be beyond their authority or adverse to the interests of the Tribe.

(Source: WOS 2012-001, March 18, 2012, Section IX)

6.3710 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2012-001, March 18, 2012, Section X)

6.3711 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto

(Source: WOS 2012-001, March 18, 2012, Section XII)

Chapter 38. Department of the Repatriation, Archives and Records

Codification Note: This chapter has been relocated to Title XV at 15.1501

Chapter 39. Education Department

Codification Note: This chapter has been relocated to Title XV at 15.1601

Chapter 40. Gijigowi Anishinaabemowin Language Department

Codification Note: This chapter has been relocated to Title XV at 15.1701

Chapter 41. Office of Citizens Legal Assistance

Codification Note" This chapter has been relocated to Title XV at 15.1801

Chapter 42. Office of the Executive Services Attorney

Codification Note: This chapter has been relocated to Title XV at 15.1901

Chapter 43. Department of Human Services

Codification Note: This chapter has been relocated to Title XV at 15.2001

Chapter 44. Tribal Secretary Responsibilities

6.4401 PURPOSE

This Statute is hereby enacted to define the Tribal Council Secretary's responsibilities that are not explicitly enumerated in the Constitution.

(Source: WOS 2012-017, October 7, 2012, Section I)

6.4402 DEFINITIONS

A. **"LTBB"** or **"Tribe"** means the Little Traverse Bay Bands of Odawa Indians.

B. **"Secretary"** means the Tribal Council Secretary.

(Source: WOS 2012-017, October 7, 2012, Section II)

6.4403 CONSTITUTIONAL DUTIES OF THE SECRETARY

The Secretary shall:

A. At each Tribal Council meeting, submit the minutes of the previous meeting to the Tribal Council for approval;

B. Acquire a surety bond, in an amount and with a surety company satisfactory to the Tribal Council;

C. Post minutes approved by the Tribal Council in the Tribal administrative office within seven (7) days of approval;

D. Maintain and protect the Tribal Seal;

E. Preside over meetings of the Tribal Council in the absence of the Legislative Leader; and

F. Perform such other duties as required by Tribal Council

(Source: WOS 2012-017, October 7, 2012, Section III)

6.4404 OTHER DUTIES REQUIRED BY THE TRIBAL COUNCIL

A. Upon a vacancy of the Legislative Leader, the Secretary shall assume the responsibilities of the Legislative Leader until there is no longer a vacancy, not to exceed thirty (30) days.

B. Upon a vacancy of the Treasurer, the Secretary shall assume the responsibilities of the Treasurer until there is no longer a vacancy, not to exceed thirty (30) days.

C. A vacancy occurs under the following conditions:

1. An emergency vacancy occurs when the Legislative Leader is unavailable or unresponsive by phone, electronic communications, or other means for a period of not less than twenty-four (24) hours and the matter needs to be addressed within forty-eight (48) hours or the matter needs immediate attention within a twenty-four (24) hour period to prevent the Tribe from suffering detrimental harm.

2. A temporary vacancy occurs when the Legislative Leader is unavailable or unresponsive by phone, electronic communications, or other means for a period of less than thirty (30) days.

D. If a permanent vacancy occurs there shall be a motion by Tribal Council to declare an Officer position vacant and shall not be considered a temporary vacancy. **"**Permanent Vacancy**"** means a vacancy by reason of death, resignation, removal from office, or an inability or incapacity that is for more than thirty (30) days.

(Source: WOD 2012-017, October 7, 2012, Section IV)

6.4405 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2012-017, October 7, 2012, Section V)

6.4406 EFFECTIVE DATE

Effective upon the signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2012-017, October 7, 2012, Section VI)

Chapter 45. Succession Plan for Officers of Tribal Council

6.4501 PURPOSE

To establish a succession plan for emergency, temporary, or permanent vacancy on Tribal Council Officer positions in accordance with the Constitution Article XIII, Section (F) to avoid any unnecessary delays in the regular business of Tribal Council.

(Source: WOS 2012-018, October 7, 2012, Section I)

6.4502 DEFINITIONS

A. **"Constitution"** means the Little Traverse Bay Bands of Odawa Indians Constitution adopted February 01, 2005.

B. **"Emergency Vacancy"** means being unavailable or unresponsive by phone, electronic communications, or other means for a period of not less than twenty-four (24) hours and the matter needs to be addressed within forty-eight (48) hours or the matter needs immediate attention within a twenty-four (24) hour period to prevent the Tribe from suffering detrimental harm.

C. **"Legislative Leader"** means the Tribal Councilor that fulfills the duties set out in the Constitution, Article VII, Section (C)(1).

D. **"Permanent Vacancy"** means a vacancy by reason of death, resignation, removal from office, or an inability or incapacity that is for more than thirty (30) days..

E. **"Temporary Vacancy"** means being unavailable or unresponsive by phone, electronic communications, or other means for a period of less than thirty (30) days or the position is vacant for a period of less than thirty (30) days.

(Source: WOS 2014-002, February 19, 2014, Section II)

F. **"Tribal Councilor"** means any person that sits on Tribal Council including all Tribal Council Officers.

G. **"Tribal Council Officer"** means the Legislative Leader, Secretary and Treasurer of Tribal Council as set forth in the Constitution, Article VII, Section (B).

H. **"Tribal Secretary"** means the Tribal Councilor that fulfills the duties set out in the Constitution, Article VII, Section (C)(2).

I. **"Tribal Treasurer"** means the Tribal Councilor that fulfills the duties set out in the Constitution, Article VII, Section (C)(3).

J. **"Tribal Council"** means the Little Traverse Bay Bands of Odawa Indians Tribal Council.

K. **"Vacancy"** means any absence or inability to perform the required duties of the Tribal Councilor in question regardless of the length of the absence.

(Source: WOS 2012-018, October 7, 2012, Section III)

6.4503 SCOPE

This Statute shall apply whenever a vacancy of an Officer position of Tribal Council occurs.

(Source: WOS 2012-018, October 7, 2012, Section III)

6.4504 EMERGENCY AND TEMPORARY VACANCIES OF

LEGISLATIVE LEADER

If the Legislative Leader is vacant from his or her position because of an emergency vacancy or a temporary vacancy or the position is temporarily vacant the following shall apply:

A. The Secretary shall assume the responsibilities of the Legislative Leader until there is no longer a vacancy, not to exceed thirty (30) days.

B. If there is a vacancy of the Secretary, the Treasurer shall assume the responsibilities of the Legislative leader until there is no longer a vacancy, not to exceed thirty (30) days.

(Source: WOS 2014-002, February 19, 2014, Section IV)

6.4505 PERMANENT VACANCY OF OFFICERS

A. If a permanent vacancy occurs there shall be a motion by Tribal Council to declare an Officer position vacant.

B. Upon declaration by Tribal Council of a vacancy, the following shall apply:

1. The Tribal Council shall appoint a Tribal member who meets all of the qualifications set forth in the Constitution, Article VII (H).

2. Article VII (H) states the required qualifications to serve as a Tribal Councilor:

a. *Members of the Tribal Council shall be Little Traverse Bay Bands of Odawa Indians members at least eighteen (18) years of age.*

b. *No person shall be sworn as a Tribal Council member if he or she is employed by the Little Traverse Bay Bands of Odawa Indians Tribal government, as described in Article XV (A)(2).*

c. *No person shall serve as a Tribal Council member within seven (7) years of completion of a sentence or probation upon being convicted of a felony, unless such conviction has been vacated or overturned.*

(Source: WOS 2012-018, October 7, 2012, Section V)

6.4506 VOTE OF NO CONFIDENCE OF OFFICERS

A. A vote of no confidence can be taken when an Officer of Tribal Council has acted or has failed to act in such a way that has caused an extreme hindrance in conducting Tribal Council's regular business.

B. Such a vote requires a unanimous vote of eligible Tribal Councilors.

C. The Officer of Tribal Council, of whose actions are in question, shall not be eligible for voting on his or her own no confidence action.

(Source: WOS 2012-018, October 7, 2012, Section VI)

6.4507 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2012-018, October 7, 2012, Section VII)

6.4508 OTHER RELATED STATUTES

See Waganakising Odawak Statute 2012-017, Tribal Secretary Responsibilities and Waganakising Odawak Statute # 2012-019 Amendment to Waganakising Odawak Statute 2005-014 Tribal Treasurer Responsibilities.

(Source: WOS 2014-002, February 19, 2014, Section IX (VIII))

6.4509 EFFECTIVE DATE

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2014-002, February 19, 2014, Section IV (IX))

Chapter 46. Recall of an Official and Leave of Absence

6.4601 REPLACED

Codification Note: Replaced by WOS 2015-002 located at 6.5601 in this Title

Chapter 47. Tribal Historic Preservation Office Protection and Management of Archaeological, Historical, and Cultural Properties and Cultural Resources

Codification Note: This chapter has been relocated to Title XV at 15.2101

Chapter 48. Contracting

6.4801 SHORT TITLE

This Statute shall be entitled "Contracting Statute". This statute rescinds and replaces any and all previous Statutes, Resolution, Regulations and/or policies related to this subject matter. This Statute repeals and replaces Waganakising Odawak Statute (WOS) 2018-019, Waganakising Odawak Statute (WOS) 2013-007 and WOS 2002-04, Section III. C. Contractors and Subcontractors.

(Source: WOS 2019-004, May 1, 2019, Section I)

6.4802 PURPOSE

To authorize the Tribe and its sub-entities to negotiate, execute and enforce contracts within the parameters stated in this Statute and provide for legal and financial review authority.

(Source: WOS 2019-004, May 1, 2019, Section II)

6.4803 DEFINITIONS

A. "Competitive Contracts" means contracts for which one or more vendors compete by placing bids.

B. "Enjinaaknegeng" means the LTBB Legal Department.

C. "Financial Review Authority" means a designated person within each Tribal branch or its sub-entity that has the authority to review finances.

D. "Frivolous law suit" means a suit without any legal merit.

E. "Non-Competitive Contracts" means contracts that do not require public notice or bids.

F. "Official" means any person holding an elective or appointed office in any branch, entity, enterprise, authority, division, department, office, commission, council, board, bureau, ccommittee, legislative body, agency and any establishment within the Executive, Legislative or Judiciary branch of the Tribe including Members of the Election Board and Prosecutors.

G. "Preponderance of the Evidence" means just enough evidence to make it more likely than not that the fact the claimant seeks to prove is true.

H. "Tribally-owned Corporations" means a Corporation or a subsidiary of a corporation that is at least fifty-percent (50%) owned or controlled by the Tribe.

(Source: WOS 2019-004, May 1, 2019, Section III)

6.4804 LEGAL and FINANCIAL REVIEW

A. To ensure that all contracts follow Tribal law and are in the best interest of the Tribe, all contracts entered into on behalf of Little Traverse Bay Bands of Odawa Indians (LTBB) or Odawa Casino Resort (OCR) or other LTBB Tribal entities must be reviewed by Enjinaaknegeng and the Financial Review Authority before they are executed and/or take effect.

1. Enjinaaknegeng shall review contracts for legal form, including, but not limited to, appropriate designation of parties, legal consideration (i.e., mutual obligations), jurisdiction, waiver of sovereign immunity, term and liability.

2. Each branch of the government or its sub-entity shall notify the Department of Commerce of the person identified as a "Financial Review Authority" and shall update the information as needed. A financial review will be conducted to ensure that all contracts are allowable under the program, budget and/or adequate finances are available to cover the contract.

(Source: WOS 2019-004, May 1, 2019, Section IV)

6.4805 WAIVER OF SOVERIEGN IMMUNITY

A. Any contract containing a provision for a waiver of sovereign immunity shall be approved by Tribal Council before they are executed and/or take effect unless otherwise authorized by Statute or Resolution.

B. The Tribal Council clearly and expressly waives its sovereign immunity to the Limited Remedies as set forth in this Statute for any official that violates this Statute.

(Source: WOS 2019-004, May 1, 2019, Section V)

6.4806 CENTRAL REPOSITORY FOR CONTRACTS

In order to maintain a central repository for contracts, a copy of all final, executed contracts entered into on behalf of LTBB or OCR or other LTBB Tribal entities shall be sent to

Enjinaaknegeng for placement in a contract repository. The repository may be kept electronically as long as backups are maintained.

(Source: WOS 2019-004, May 1, 2019, Section VI)

6.4807 ETHICAL RESPONSIBILITIES OF LTBB CONTRACTING PARTIES

A. Standards of Conduct for Officials as Contracting Parties. All LTBB officials shall abide by Little Traverse Bay Bands of Odawa Indians *Constitutionally Mandated Rules of Conduct for Officials of Tribal Government* when involved in contracting activities.

B. Standards of Conduct for Employees as Contracting Parties. Employees shall disclose any potential conflict of interest when involved in contracting activities and shall abide all terms of the Employee handbook related to ethical considerations involving contracting activities.

(Source: WOS 2019-004, May 1, 2019, Section VII)

6.4808 TRIBAL CITIZENS PREFERENCE

A. Non-Competitive Contracts and Competitive Contracts. Contracting Parties must give a preference to LTBB Tribal Citizens and LTBB Tribal Citizen owned businesses in issuing noncompetitive and competitive contracts. Tribal Citizen owned businesses means a business owned by at least 51% by the LTBB Tribal Citizen.

B. LTBB Tribal Citizen Contractors/Vendors shall be given preference with respect to request for proposals and quotes only. A list of qualified LTBB Tribal Citizen Contractors/Vendors shall be maintained and updated semi-annually by the LTBB Executive or designee and shall be presented to Tribal Council for approval. This list may be subject to review by Enjinaaknegeng at any time.

C. LTBB Tribal Citizen Contractors/Vendors:

1. Shall hold similar qualifications as all other Contractors/Vendors in their product, service or specialty area.

2. Shall maintain quality of product, service or specialty area which is consistent with standards for their particular industry. If quality standards are not maintained, the contract may be revoked.

3. Shall maintain timeliness of delivery and/or service which is consistent with standards for their particular industry. If timeliness standards are not maintained, the contract may be revoked.

4. Shall be required to hold required licensure, provide performance bonds, etc. as required and/or stipulated in the request for proposal.

D. The Contracting Party shall not be bound by pricing with respect to Tribal Preference. For example, the LTBB Contractor/Vendor shall not receive a premium over others bidders due to Tribal Citizenry. In addition, a Tribal Citizen Contractor/Vendor that provides the lowest quote, yet does not meet the qualifications as noted above, may not be awarded the contract.

(Source: WOS 2019-004, May 1, 2019, Section VIII)

6.4809 TRIBALLY-OWNED CORPORATIONS

A. Non-Competitive Contracts and Competitive Contracts. Contracting Parties must give a preference to Tribally-owned Corporations in issuing noncompetitive and competitive contracts. "Tribally-owned Corporations" means a Corporation or a subsidiary of a corporation that is at least fifty-percent (50%) owned or controlled by the Tribe.

B. Tribally-owned Corporations shall be given preference with respect to request for proposals and quotes only. A list of qualified Tribally-owned Corporations shall be maintained and updated semi-annually by the LTBB Executive or designee and shall be presented to Tribal Council for approval. This list may be subject to review by Enjinaaknegeng at any time.

C. Tribally-owned Corporations:

1. Shall hold similar qualifications as all other Contractors/Vendors in their product, service or specialty area.

2. Shall maintain quality of product, service or specialty area which is consistent with standards for their particular industry. If quality standards are not maintained, the contract may be revoked.

3. Shall maintain timeliness of delivery and/or service which is consistent with standards for their particular industry. If timeliness standards are not maintained, the contract may be revoked.

4. Shall be required to hold required licensure, provide performance bonds, etc. as required and/or stipulated in the request for proposal.

D. The Contracting Party shall not be bound by pricing with respect to Tribally-owned Corporations. For example, the Tribally-owned Corporations shall not receive a premium over others bidders due to Tribal ownership. In addition, a Tribally-owned Corporations that provides the lowest quote, yet does not meet the qualifications as noted above, may not be awarded the contract.

(Source: WOS 2019-004, May 1, 2019, Section IX)

E. General Funds and Sole Sourcing. The Tribe and its sub-entities shall offer first right of refusal to Tribally-Owned Corporation, if the following criteria is met:

1. Only General Funds are being used.

2. The Tribally Owned Corporation offers same or similar services at competitive or market value.

3. If the Tribally Owned Corporation does not accept the offer within five (5) business days, all other provisions of this Statute apply.

(Source: WOS 2019-010, August 30, 2019, Section I)

6.4810 AUTHORIZING SIGNATURES

A. As a general rule, only the persons with direct authority may sign a contract that binds the Tribe. An employee who enters into a contract that binds the Tribe or its sub-entities without authority may be subject to disciplinary actions, including termination. An Official who enters into a contract that binds the Tribe or its sub-entities without authority may be held personally liable.

B. The Accounting Office will not issue and/or sign a check for goods and services obtained in violation of this policy without a written justification substantiating why the contract was not presented in a timely fashion or was signed by an unauthorized person.

(Source: WOS 2019-004, May 1, 2019, Section X)

6.4811 LIMITED REMEDIES BEFORE THE TRIBAL COURT FOR VIOLATIONS

A. An Official who enters into a contract that binds the Tribe or its sub-entities without authority may be personally sued for the incurred liability. Any claim of violation against an Official must be filed with the Tribal Court either during the duration of the contract or within ninety (90) days after the end of the term of the contract.

B. In any action filed under this Statute, the Tribal Court may grant the following remedies:

1. *Equitable Remedies.* If the Tribal Court determines that the preponderance of the evidence indicates that a violation occurred, its judgment must specify an appropriate equitable remedy or remedies for that violation.

2. *Damages.*

a. The standard for determining whether a violation of this statute has occurred for the purpose of imposing damages is "preponderance of the

evidence."

b. If the Tribal Court finds a violation of this statute occurred with negligence, gross negligence, reckless indifference or malice, the Tribal Court may additionally award compensatory, punitive damages and/or fines.

3. The Tribal Court may award reasonable attorney fees and costs at its discretion to the prevailing.

4. If the Tribal Court finds that the non-prevailing party's claims were frivolous, the Court should fine the party and may order any other remedies as the Tribal Court deems appropriate.

(Source: WOS 2019-004, May 1, 2019, Section XI)

6.4812 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted, the entirety of the balance of the statute remain in full and binding force and effect.

(Source: WOS 2019-004, May 1, 2019, Section XII)

6.4813 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first, or, if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2019-004, May 1, 2019, Section XIII)

6.4814 OTHER RELATED STATUTES

See Waganakising Odawak Statute (WOS) 2014-011 Contracts Statute, or as may be amended.

(Source: WOS 2019-004, May 1, 2019, Section XIV)

Chapter 49. Department of Kikaajik

Codification Note: This chapter has been relocated to Title XV at 15.2201

Chapter 50. Fair Treatment for Benefits or Services

Codification Note: This chapter relocated to Title XI at Chapter 10.

Chapter 51. Use of Legal for Purposes of Separation of Powers Questions

6.5101 PURPOSE

The purpose of this Statute is to set out the roles and functions of the Legal Counsel to resolve dispute between the Executive and Legislative branches regarding questions of Separation of Powers.

(Source: WOS 2014-009, September 8, 2014, Section I)

6.5102 DEFINITIONS

A. "Enjinaaknegeng" means the Legal Department as set forth in Waganakising Odawak Statute 2011-008, or as amended.

B. "Executive Services Attorney" means the attorney as set forth in Waganakising Odawak Statute 2012-007, or as amended.

C. "General Counsel" means the attorney as set forth in Waganakising Odawak Statute 2011-008, or as amended.

D. Legislative Services Attorney means the attorney as set forth in Waganakising Odawak Statute 2006-022, or as amended.

(Source: WOS 2014-009, September 8, 2014, Section II)

6.5103 SEPARATION OF POWERS QUESTIONS

In the event of a disagreement between the Executive and Legislative Branches on a question involving Separation of Powers, the Executive Services Attorney and Legislative Services Attorney will participate in informal efforts to come to an agreement on such questions.

A. The General Counsel works for the Tribe as a whole, therefore if the Executive and Legislative Branches continue to disagree after informal efforts are used to resolve the question involving Separation of Powers, then the Executive and Legislative Branches may jointly request a written nonbinding analysis from the General Counsel.

B. The Executive Services Attorney will represent the position of the Executive Branch in Tribal Court, and the Legislative Services Attorney will represent the position of the Legislative Branch in Tribal Court, provided that tribal sovereignty is expressly waived.

(Source: WOS 2014-009, September 8, 2014, Section III)

6.5104 SAVINGS CLAUSE

In the event that any section, subsection or phrase of this Statute is found by a court of competent jurisdiction to violate the Constitution or laws of the Little Traverse Bay Bands of Odawa Indians, such part shall be considered to stand alone and to be deleted from this Statute, the entirety of the balance of the Statute to remain in full and binding force and effect so long as the overall intent of the Statute remains intact.

(Source: WOS 2014-009, September 8, 2014, Section IV)

6.5105 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2014-009, September 8, 2014, Section V)

6.5106 OTHER RELATED STATUTES

See Waganakising Odawak Statute 2006-22, Office of Legislative Services Attorney; Waganakising Odawak Statute 2012-007, Office of Executive Services Attorney; Waganakising Odawak Statute, 2011-008, Enjinaaknegeng.

(Source: WOS 2014-009, September 8, 2014, Section VI)

Chapter 52. Contracts

6.5201 SHORT TITLE

This Statute may be cited as the "Contracts Statute."

(Source: WOS 2014-011, September 25, 2014, Section I)

6.5202 PURPOSE

The purposes of this Statute are to establish a cause of action for Contracts, and to set forth the Contractual rights and duties of parties, and to provide for the enforcement of Contracts within the Tribe's jurisdiction.

(Source: WOS 2014-011, September 25, 2014, Section II)

6.5203 DEFINITIONS

A. **"Acceptance"** means a communication made by an Offeree to an Offeror agreeing to the content of the Offer that manifests intent to enter into a Contract.

B. **"Assignor"** means one who makes an assignment.

C. **"Consideration"** means some form of legal benefit or detriment that reflects a bargained-for exchange between the parties to a Contract.

D. **"Contract"** means a promise or set of promises, the performance or breach of which gives rise to a legally recognized duty.

E. **"Court"** means the courts of the Little Traverse Bay Bands of Odawa Indians.

F. **"Delegate"** means one who represents or acts for another.

G. **"Delegator"** means one who delegates to another.

H. **"Divisible Contract"** means a Contract where the performance of each party is divided into two or more parts.

I. **"Merchant"** means a person who regularly deals in goods of the kind.

J. **"Minor"** means a person under the age of 18 years.

K. **"Obligor"** means a person or entity who owes an obligation to another.

L. **"Offer"** means a communication made by an Offeror to an Offeree that demonstrates the intent to enter into a Contract.

M. **"Offeree"** means a person or entity to which an Offer is made.

N. **"Offeror"** means a person or entity that makes an Offer.

O. **"Promisee"** means a person or entity to which a promise is made.

P. **"Promisor"** means a person or entity that makes a promise.

Q. **"Signature"** means some symbol, mark or other writing, whether by hand or by electronic means, intended by the signor to serve as acknowledgement of his or her acceptance or approval.

R. **"Tender"** means the present willingness and ability to perform.

S. **"Territorial Jurisdiction of the Little Traverse Bay Bands of Odawa Indians"** means "areas referenced in Public Law 103-324, 25 USC Section 1300k-2(b)(2)(A) as the boundaries *of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat. 621.*" Little Traverse Bay Bands Constitution, Article V(A)(1)(a).

T. **"Tribal Citizen"** means an enrolled member of the Little Traverse Bay Bands of Odawa Indians.

U. **"Tribal Court"** means the Little Traverse Bay Bands of Odawa Indians Tribal Court.

V. **"Tribe"** means the Little Traverse Bay Bands of Odawa Indians.

W. **"Writing"** means any document that identifies the material terms of a Contract. A Writing can be in any form, tangible or electronic.

(Source: WOS 2014-011, September 25, 2014, Section III)

6.5204 JURISDICTION

The Tribe's jurisdiction under this Statute extends to all Contracts where both parties to the Contract are Tribal Citizens, or at least one party to the Contract is the Tribe or a Tribal Citizen and the Contract is entered into, and is intended to be performed, within the Territorial Jurisdiction of the Tribe.

(Source: WOS 2014-011, September 25, 2014, Section IV)

6.5205 STATUTE OF LIMITATIONS

An action for breach of Contract must be brought within four years of the date that the non-breaching party becomes aware of the breach; otherwise the action is barred, unless a different time limit has been agreed to by the parties as indicated in the Contract.

(Source: WOS 2014-011, September 25, 2014, Section V)

6.5206 CONTRACT FORMATION

A. **In General.** To form a valid Contract, there must be an Offer, an Acceptance, and valid Consideration given.

1. **Offer.** An Offer creates a power of Acceptance in the Offeree and a corresponding liability on the part of the Offeror.

a. For a communication to be an Offer, it must contain a promise, undertaking, or commitment to enter into a Contract that shows the Offeror's intent to Contract.

b. The Offer must be definite and certain as to the identity of the Offeree or the class to which Offeree belongs, the subject matter of the Offer, and the price to be paid, unless indicated otherwise.

2. **Acceptance.** An Acceptance is a manifestation of assent to the terms of the Offer, through which the Offeree exercises the power given by the Offeror to create a Contract.

B. **Bilateral Contract.** A bilateral Contract is formed by a mutual exchange of promises, in which each party is both a Promisor and a Promisee.

C. **Unilateral Contract.** A unilateral Contract is formed only upon the Offeror requesting performance, rather than a promise, and full performance by the Offeree.

D. **Definiteness of Subject Matter.** The subject matter of a Contract must be reasonably certain such that the promise is identifiable.

1. A Contract involving the sale of real estate must identify the land, the price to be paid, and the parties to the Contract.

2. A Contract involving the sale of goods must contain the quantity. It is sufficient if a Contract calls for one party to supply all that the party produces or all that the other party requires, so long as the quantity is capable of being determined.

3. A missing Contract term does not prevent formation of the Contract if it appears under the facts and circumstances that the parties intended to make a Contract, and there is a reasonably certain basis for giving a remedy. The Court may supply reasonable terms for those that are missing.

a. If the missing term is price, the Court may use the fair market value or the value currently used in the geographical area and the relevant industry to determine a reasonable price.

b. For any other missing term in a Contract, the Court should base its determination on the course of dealing between the parties, the course of performance between the parties, or industry practice or standards.

E. **Terminating an Offer.** The power of Acceptance created by an Offer ends when the Offer is terminated by revocation, rejection, operation of law, or expiration.

1. **Revocation.** An Offeror may revoke his or her Offer at any time before the Offeree accepts. The revocation may be communicated to the Offeree either directly or indirectly. Indirect communication of the revocation occurs when the Offeree receives correct information from a reliable source of any action of the

Offeror that would indicate to a reasonable person that the Offeror no longer wishes to make the Offer.

a. A revocation by the Offeror is effective when it is received by the Offeree. The revocation need not be actually read by the Offeree. It is sufficient if the revocation is received at the Offeree's place of business, home, or otherwise comes to the Offeree's attention.

b. **Exceptions.** An Offeror's power to revoke his or her Offer is limited in the following situations:

i. **Option Contract.** An Offeror may not revoke an Offer if the Offeree has given consideration for a promise by the Offeror not to revoke.

ii. **Detrimental Reliance.** Where the Offeror could reasonably expect that the Offeree would rely to his or her detriment on the Offer; and the Offeree does so rely, the Offer will be held irrevocable as an option Contract for a reasonable length of time.

iii. **Part Performance of Unilateral Contract.** An Offer for a unilateral Contract becomes irrevocable once performance has begun. Once the Offeree has begun performance, he or she has a reasonable time to complete performance, during which time the Offer remains irrevocable.

2. **Rejection.** An Offeree may terminate an Offer by an express rejection or a counteroffer.

a. An express rejection is a statement by the Offeree that he or she does not intend to accept the Offer; and such statement will terminate the Offer.

b. A counteroffer is an Offer made by the Offeree to the Offeror that contains the same subject matter as the original Offer, but differs in its terms. A

counteroffer serves as both a rejection of the original Offer and a new Offer.

c. A rejection is effective when it is received by the Offeror.

d. If an Offer is rejected, the Offeror may restate the same Offer and create a new power of Acceptance. The Offeror may also make a different offer.

3. Termination by Operation of Law.

a. If either of the parties dies, is adjudicated insane or incompetent, or is appointed a guardian prior to Acceptance, the Offer is terminated. It is not necessary that the death, insanity or incompetence be communicated to the other party. However, if the rules limiting an Offeror's power to terminate are applicable (option Contract, detrimental reliance, or part performance), then death, insanity or incompetence will not terminate the Offer.

b. If the subject matter of the Contract is destroyed, the Offer is terminated.

c. If the subject matter or the performance of the Contract becomes illegal, the Offer is terminated.

4. Expiration.

a. An Offer remains open for the time period specified or, if no time is stated, for a reasonable period of time.

F. Acceptance of an Offer. For an Offer to be accepted, the Offeree must know of the Offer and unequivocally accept the Offer in the manner requested or by other reasonable means.

1. An Acceptance is effective at the moment it is received by the Offeror personally or at his or her usual place of business. However, if the Acceptance is by mail or similar means, it is effective at the moment of dispatch so long as the mail is

properly addressed and stamped.

2. Any additional or different terms in the response will not constitute an Acceptance, and will instead be considered a rejection and a counteroffer.

(Source: WOS 2014-011, September 25, 2014, Section VI)

6.5207 DETERMINING THE TERMS OF A CONTRACT

A. General Rules of Interpretation.

1. Contracts must be interpreted as a whole. Specific clauses will be subordinated to the Contract's general intent.

2. Words must be interpreted according to their ordinary meaning, unless the words are defined in the Contract or it is clear that they were meant to be used in a technical sense.

3. If provisions within the Contract appear to be inconsistent, written or typed provisions will prevail over handwritten provisions.

4. Ambiguities in a Contract are construed against the party preparing the Contract, absent evidence of any contrary intention of the parties.

B. Parol Evidence.

1. **Parol Evidence Rule.** Where parties have agreed to a written Contract as the final expression of their agreement, a prior written or oral agreement, or a contemporaneous oral agreement, cannot be used to vary the terms of the Contract.

a. To determine whether the parties intended the Writing as the final expression of their agreement, the Court must consider all the specific circumstances of the transaction, and consider whether similarly situated

parties would normally include the matter sought to be introduced into a written Contract.

b. Extrinsic evidence may be admitted where it does not seek to vary, contradict, or otherwise include contrary terms to the written Contract. The following may be admitted as extrinsic evidence:

i. Where a party asserts that the agreement, although accurately reflected in the Writing, never came into being because of a formation defect or some similar defect; or

ii. Where the evidence concerns a collateral matter that is of the type that would naturally be omitted from the written agreement and does not conflict with the terms of the written Contract.

C. Modification of Contract Terms.

1. A final Contract cannot be modified unless the modification is supported by new Consideration.

2. A written Contract may be modified orally. However, if a Contract, as modified, falls within Section XI.C.1 herein concerning the Prevention of Fraud, the Contract and any modification must be in Writing.

(Source: WOS 2014-011, September 25, 2014, Section VII)

6.5208 PERFORMANCE OF A CONTRACT

A. In General. A party's basic duty is to substantially perform all that is called for in the Contract.

B. Discharging Contractual Duties. A party's duties under a Contract may be discharged under the following circumstances:

1. **Performance.** Full and complete performance under the Contract discharges a party's duties under the Contract.

2. **Tender.** A good faith Tender of performance made in accordance with contractual terms discharges a party's duties under the Contract.

3. **Illegality.** If the subject matter or the performance of the Contract becomes illegal, the party's duties under the Contract are discharged.

4. **Impossibility.** The occurrence of an unanticipated or extraordinary event that makes performance of the Contract impossible may discharge the party's duties if such duties are objectively impossible to perform.

a. The impossibility must be objective, meaning that the duties could not be performed by anyone.

b. If the performance to be rendered under the Contract becomes only partially impossible, the duty may be discharged only to that extent.

c. The death or physical incapacity of a party will not render the Contract impossible, unless the party who is now deceased or incapacitated was a person necessary to effectuate the Contract.

5. **Frustration.** The occurrence of a supervening act or event that frustrates the purpose of the Contract may discharge duties under the Contract. Frustration exists if the purpose of the Contract becomes valueless and the supervening act was not the fault of the party seeking the discharge.

6. **Rescission.** A mutual rescission of the Contract by the parties by express agreement and including Consideration will discharge the duties of each.

a. A rescission may be made orally, unless the Contract is within Section XI.C.1 herein concerning the Prevention of Fraud.

b. Unilateral rescission may be granted only if the party seeking the rescission has adequate legal grounds, including claims of mistake, misrepresentation, duress, or failure of Consideration.

7. **Novation.** A novation is the substitution of a new Contract for a previous one. The new Agreement extinguishes the rights and obligations that were in effect under the previous Agreement or accomplishes or achieves the substitution of a new party for an original party to the Contract, if the following requirements are met:

a. A previous valid Contract exists; and

b. All the parties are in agreement as to the new Contract.

8. **Partial Modification.** If the parties subsequently modify part of the Contract, the modification serves to discharge those terms of the original Contract that are subject to the modification. However, a modification will not serve to discharge the entire Contract. To receive a partial discharge by modification, the following must be met:

a. The modifying agreement must have been mutually assented to; and

b. There must be Consideration for the modification; however it may be sufficient Consideration that each party limits his or her rights to enforce the original Contract.

9. **Accord and Satisfaction.** An accord is an Agreement where one party to an existing Contract agrees to accept, in lieu of the performance that he or she is entitled to receive from the other party to the existing Contract, some other, different performance. The satisfaction is the performance of the accord agreement, and will discharge the duties under both Contracts.

(Source: WOS 2014-011, September 25, 2014, Section VIII)

6.5209 TERMINATION OF CONTRACT

A. **In General.** A Contract may terminate upon the completion of performance by all parties.

B. **Mutual Agreement.** The parties to a Contract may terminate the Contract between them by mutual agreement for any reason.

C. **Breach.** A Contract may terminate upon a breach by one of the parties as set out in Section X of this Statute.

(Source: WOS 2014-011, September 25, 2014, Section IX)

6.5210 BREACH OF CONTRACT

A. **In General.** A breach occurs when the Promisor is under an absolute duty to perform, the time for performance has passed, and the absolute duty of performance has not been discharged.

B. **Effect of Breach.**

1. The effect of a breach depends on the materiality of the breach. To determine whether a breach is minor or material, the Tribal Court may look to the following factors:

a. The extent to which each party will receive substantially the benefit he or she could have anticipated from full performance;

b. The extent to which either party may be adequately compensated in damages;

c. The extent to which each party has already performed or made preparations to perform;

d. The extent to which each party will suffer hardship by termination of the Contract;

e. The extent to which either party acted negligently or willfully in his or her failure to perform; and

f. The extent to which the parties will perform the remainder of the Contract.

2. **Minor Breach.** A breach is minor if either party gains the substantial benefit of his or her bargain despite the Obligor's defective performance. Minor breaches may include, but are not limited to, delays in performance or small deficiencies in the quality or quantity of performance when precision is not critical. The non-breaching party may have a remedy, but the breach will not relieve his or her duty of performance under the Contract.

3. **Material Breach.** A breach is material if either party does not receive the substantial benefit of the bargain as a result of failure to perform or defective performance. The non-breaching party is discharged from his or her duty to perform and has an immediate right to all remedies.

4. **Minor Breach Coupled with Unwillingness to Perform.** When the breach is minor and is coupled with an unwillingness to perform by the breaching party, the non-breaching party may treat this as a material breach. The non-breaching party is discharged from his or her duty to perform and has a right to all remedies.

(Source: WOS 2014-011, September 25, 2014, Section X)

6.5211 DEFENSES

A. Defenses to Formation.

1. **Lack of Mutual Assent.** If both parties entering into the Contract are mistaken about existing facts relating to the agreement, the Contract is voidable. The adversely affected party may void the Contract if:

a. The mistake concerns a basic assumption on which the Contract is made;

b. The mistake has a material effect on the agreed-upon exchange; and

c. The party seeking to void the Contract did not assume the risk of the mistake.

2. **Mistake in Transmission.** Where there is a mistake in the transmission of an Offer or Acceptance by an intermediary, the message as transmitted is operative unless the other party knew or should have known of the mistake.

3. **Ambiguity.** When a Contract contains language that has at least two possible meanings, the following rules apply:

a. **Neither Party Aware.** Where there is an ambiguity in the Contract that neither party was aware of at the time of contracting, there is no Contract unless both parties intended the same meaning.

b. **Both Parties Aware.** Where both of the parties were aware of the ambiguity at the time of contracting, there is no Contract unless both parties in fact intended the same meaning.

c. **One Party Aware.** Where one party was aware of the ambiguity and the other party was not at the time of Contracting, a Contract will be enforced according to the intention of the party who was unaware of the ambiguity.

4. **Misrepresentation.** Where one party makes a false assertion intended to induce a party to enter into a Contract, the Contract is voidable if the innocent party justifiably relied on the false assertion.

5. **Lack of Consideration.** If the promises exchanged at the formation stage lack the elements of bargain or legal benefit or detriment, the Contract is void.

6. **Illegality.** If either, the Consideration, the subject matter, or the performance of the Contract is illegal under the Constitution or laws of the Little Traverse Bay Bands of Odawa Indians or under applicable federal laws, the Contract is void. However, a party may not benefit from invoking illegality as a defense if that party knew of the illegal nature of the Consideration or subject matter of the Contract.

B. Defenses Based on Lack of Capacity.

1. **Legal Incapacity to Contract.** If a person is legally incapable of incurring binding contractual obligations, timely assertion of this defense by a Promisor makes the Contract voidable at his or her election.

   a. **Contracts of Minors.** A Contract entered into between a minor and an adult is voidable by the minor, but is binding on the adult.

      i. The minor may choose to disaffirm a Contract any time before, or shortly after, reaching the age of 18. If the minor chooses to disaffirm, the minor must return anything received under the Contract that still remains at the time of disaffirmance.

      ii. A minor may affirm the Contract upon reaching the age of 18 either expressly or by failing to disaffirm the Contract within a reasonable time after reaching the age of 18.

      iii. **Exception.** A minor is liable for the reasonable value of any necessities furnished to him or her.

   b. **Mental Incapacity.** A person whose mental capacity is so deficient that he or she is incapable of understanding the nature and significance of a Contract may disaffirm when lucid or by his or her legal representative.

i. Such person may affirm the Contract during a lucid interval or upon complete recovery.

ii. **Exception.** A mentally incompetent person is liable for the reasonable value of any necessities furnished to him or her.

c. **Intoxication.** The defense of intoxication is only available if the person was so intoxicated at the time that he or she entered the Contract that he or she did not understand the nature and significance of the Contract, and the other party knew or had reason to know of the intoxication.

i. An intoxicated person may affirm the Contract upon recovery.

ii. **Exception.** An intoxicated person is liable for the reasonable value of any necessities furnished to him or her.

2. **Duress and Undue Influence.** Contracts induced by duress or undue influence are voidable and may be rescinded as long as not affirmed.

a. **Duress.** Duress occurs when:

i. a party is physically forced to sign a Contract against his or her will; or

ii. a party's assent to a Contract is induced by an improper threat by the other party that leaves the victim no reasonable alternative.

b. **Undue Influence.** Undue influence is the unfair persuasion of a party who is under the domination of the person exercising the persuasion, or who by virtue of the relationship between them is justified in assuming that the person will not act in a manner inconsistent with his or her welfare.

C. **Defenses to Enforcement.**

1. **Prevention of Fraud.** For the prevention of fraud, certain Contracts must be evidenced by a Writing containing material terms and signed by the parties sought to be bound. If a Contract is required to be in Writing and is not, this fact must be raised as a defense, or it is waived. The following Contracts must be in Writing:

   a. A promise by an executor or administrator to pay the debts of an estate out of his or her own personal funds must be evidenced by a Writing.

   b. Suretyship promises, i.e., a promise to pay the debt of another, must be evidenced by a Writing. The promise must be to pay the debt of another upon default of that other person, and the promise must be made to the creditor.

   c. A promise in consideration of marriage must be evidenced by a Writing. The promise can be to do or refrain from doing something if the parties marry, or it may be a promise to induce marriage by offering something of value.

   d. A promise creating an interest in land must be evidenced by a Writing. Such promises include: the sale of real property; leases for more than one year; easements for more than one year, fixtures, minerals or structures to be severed by the buyer; and mortgages.

   e. A promise that by its terms cannot be performed within one year from the date of the Contract must be evidenced by a Writing. However, the Contract need not be in Writing if it is possible to complete performance under the Contract within one year, regardless of whether performance actually occurs within one year.

   f. A Contract for the sale of goods or the furnishing of services for a price of one thousand dollars ($1,000.00) or more must be evidenced by a Writing.

2. **Unconscionability.** The Court may refuse to enforce a provision or an entire Contract to avoid unfair terms because of unfair surprise to an individual

consumer or unequal bargaining power between an individual consumer and a commercial vendor or Merchant.

a. Inconspicuous risk-shifting provisions such as the following may be unconscionable: confession of judgment clauses; disclaimer of warranty provisions; and add-on clauses subjecting all of the property purchased by an individual consumer to repossession if a newly-purchased item is not paid for.

b. A clause or Contract may be unconscionable and unenforceable if the individual consumer is unable to procure necessary goods from any other seller without agreeing to a similar provision, thus leaving the individual consumer without a choice.

c. An exculpatory clause releasing a Contracting party from liability for his or her own intentional wrongful acts may be unconscionable.

(Source: WOS 2014-011, September 25, 2014, Section XI)

6.5212 REMEDIES

There are two primary types of remedies for Contract breach. Money damages and equitable remedies, unless otherwise indicated by the parties or subject to any express Contract term to the contrary. The purpose of any remedy is to place the injured party in the position they would have been had the Contract been performed. In determining an appropriate remedy, the Court may consider any of the following:

A. **Specific Performance.** If monetary damages are inadequate, the non-breaching party may seek specific performance. Specific performance is an order by the Tribal Court ordering the breaching party to perform or face contempt charges. Specific performance should be granted only in cases where the subject matter of the Contract is rare or unique such as land, heirlooms or art, or such that monetary damages will not put the non-breaching party in as good a position as performance would have, because there is no

available substitute.

B. **Compensatory Damages.** Compensatory damages should be granted for the purpose of putting the non-breaching party in the position he or she would have been had the Contract been performed.

1. Expectation damages are those that reflect the expected benefit of the Contract. Damages should be sufficient for the non-breaching party to purchase substitute performance.

2. Reliance damages are appropriate when the non-breaching party's damages are too speculative to measure. The non-breaching party may recover the cost of his or her performance, and reliance damages should restore him or her to the same position as if the Contract had never been formed.

3. Consequential damages are an appropriate remedy for losses resulting from the breach that a reasonable person would have foreseen would occur from a breach at the time of entry into the Contract.

4. **Certainty Requirement.** The non-breaching party has the burden of proving to the Tribal Court his or her damages to a reasonable certainty.

C. **Nominal Damages.** Nominal damages may be awarded where a breach is proven but no actual loss can be demonstrated.

D. **Liquidated Damages.** Parties to a Contract may stipulate what damages are to be paid in the event of a breach. Such liquidated damages, or a liquidated damages clause, are enforceable by the Tribal Court only if the liquidated damages are in an amount that is reasonable in view of the actual or anticipated harm caused by the breach. To obtain liquidated damages, the non-breaching party must prove:

1. That damages for a contractual breach were difficult to estimate or ascertain at the time the Contract was formed; and

2. That the amount agreed on as liquidated damages was a reasonable forecast of compensatory damages in the event of breach.

E. **Contracts for the Sale of Land.** If specific performance is not appropriate or available, the Court may award compensatory damages measured by the difference between the Contract price and the fair market value of the land.

F. **Restitution.** Restitution is available where one party has conferred a benefit on the other, with the other party's knowledge and assent, and with the expectation of being compensated. The award of restitution should be measured by the benefit conferred, to prevent unjust enrichment of the party receiving the benefit.

G. **Rescission.** The grounds for rescission must have occurred either before or at the time the Contract was entered into. Such grounds include:

1. Mutual mistake of a material fact;

2. Unilateral mistake if the other party knew or should have known of the mistake;

3. Unilateral mistake if hardship suffered by the mistaken party is so extreme it outweighs the other party's expectations under the Contract;

4. Misrepresentation of fact or law by either party as to a material factor in the negotiations when that factor was relied upon; and

5. any other grounds including duress, undue influence, illegality, lack of capacity or failure of Consideration.

H. **Reformation.** Where the written Contract between the parties contains a clerical error or otherwise fails to reflect the actual intent of the parties, the Tribal Court may reform the Contract so that it accurately reflects the intent of the parties.

I. **Mutual Agreement.** The parties to a Contract are free to negotiate their own remedies before entering into the Contract. Additionally, where there is a breach or termination of

the Contract, the parties are free to negotiate appropriate remedies at the time of the breach or termination.

J. **Duty to Mitigate Damages**. A party who is injured as a result of a Contract breach has a duty to act reasonably to minimize the harm caused by the breach and the expense to the breaching party.

(Source: WOS 2014-011, September 25, 2014, Section XII)

6.5213 THIRD PARTIES TO THE CONTRACT

A. Third Party Beneficiaries.

1. Categories of Third Party Beneficiaries.

a. Intended beneficiaries are third parties that have rights under a Contract although they are not a party to the Contract. A person is an intended beneficiary if he or she is expressly designated in the Contract, performance is to be made directly to that person, or that person otherwise has rights under the Contract.

i. Creditor beneficiaries are intended beneficiaries where the Promisee's purpose is to discharge an obligation owed to the creditor beneficiary.

ii. Donee beneficiaries are intended beneficiaries where the purpose is to confer a gift on the donee beneficiary.

b. Incidental beneficiaries are third parties that receive a benefit under a Contract, but have no rights under the Contract.

2. Vesting of Rights. Once the beneficiary's rights have vested, the original parties to the Contract are both bound to perform the Contract. Any efforts by the

Promisor or the Promisee to rescind or modify the Contract at that point are void. Intended beneficiaries may enforce a Contract only after their rights have vested.

a. **Exception.** An intended beneficiary may enforce a Contract prior to his or her rights vesting when the Promisee tells the beneficiary of the Contract and should foresee reliance by the beneficiary, and the beneficiary reasonably relies to his or her detriment.

B. Assignment of Rights under a Contract.

1. In general, all Contractual rights may be assigned. However, an assignment is barred under the following circumstances:

a. If the assignment would substantially change the Obligor's duty;

b. If the assignment would substantially alter the Obligor's risk;

c. If the assignment is prohibited by the laws of the Little Traverse Bay Bands of Odawa Indians or other law; or

d. If the Contract contains an express provision that prohibits and makes void all assignments.

2. The effect of an assignment is to establish privity of Contract between the Obligor and the assignee while extinguishing privity between the Obligor and Assignor. The Assignee then replaces the Assignor as the real party in interest, and that person alone is entitled to performance under the Contract.

3. Assignments need not be in Writing unless the assignment is one of the following:

a. Assignment of wages;

b. Assignments of interests in land; or

c. Assignments intended as security interests under Article 9 of the Uniform Commercial Code, as adopted by the Tribe, and any similar law that may amend or replace it.

4. Assignments for value are irrevocable. An assignment for value exists if it is

a. Done for Consideration; or

b. Taken as security for or payment of a preexisting debt.

5. Gratuitous assignments are generally revocable. However, they become irrevocable if the Obligor has already performed or grounds for estoppel exist. Such an assignment may be revoked in the following ways:

a. Death of the Assignor;

b. Bankruptcy of the Assignor;

c. Notice of revocation communicated by the Assignor to either the Assignee or the Obligor;

d. The Assignor takes performance directly from the Obligor; or

e. Subsequent assignment of the same right by the Assignor to another person.

6. Rights and Liabilities of the Parties.

a. The Assignee may enforce his or her rights against the Obligor directly, but may be subject to any defenses that the Obligor had against the Assignor. However, the Obligor may not assert unrelated defenses against

the Assignee.

b. The Assignor impliedly warrants to an assignee for value that:

i. The Assignor has the right to make the assignment;

ii. The right exists and is not subject to limitations or defenses other than those stated or apparent at the time of the assignment; and

iii. The Assignor will do nothing to defeat or impair the assigned right.

C. Delegation of Duties under a Contract.

1. In general, all Contractual duties may be delegated to a third person. However, duties may not be delegated under the following circumstances:

a. Where the duties involve personal judgment and skill;

b. Where a special trust has been reposed;

c. Where the performance will materially change the expectancy under the Contract; or

d. Where the Contract restricts either party's rights to delegate duties.

2. No formalities are required to have effective delegations, except that the Delegator must manifest a present intention to make the delegation.

3. Rights and Liabilities of the Parties.

a. The Obligee must accept performance from the Delegator of all duties that may be delegated.

b. The Delegator remains liable on the Contract, even where the delegate expressly assumes the duties.

c. The Delegator is not liable if there is a mere delegation. However, where the delegate assumes the duties of the Delegator and the promise is supported by Consideration, the delegate may be subject to liability together with the Delegator.

(Source: WOS 2014-011, September 25, 2014, Section XIII)

6.5214 TRIBAL SOVEREIGN IMMUNITY

A. **Tribal Immunity From Suit.** The Little Traverse Bay Bands of Odawa Indians, including all subordinate entities, is and shall remain immune from suit except to the extent that the Tribal Council clearly and expressly waives the sovereign immunity of the Tribe including all officials and employees of the Tribe who are acting within the scope of their duties or authority.

B. **Proper Approval.** To be effective any waiver of sovereign immunity, including any limited waiver of sovereign immunity, must be expressly granted by the official action of the LTBB Tribal Council.

(Source: WOS 2014-011, September 25, 2014, Section XIV)

6.5215 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this Statute is found by a court of competent jurisdiction to violate the Constitution, laws or ordinances of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this Statute, the entirety of the balance of the Statute to remain in full and binding force and effect.

(Source: WOS 2014-011, September 25, 2014, Section XV)

6.5216 EFFECTIVE DATE

This Statute is effective upon signature of the Executive or shall be deemed enacted if not expressly vetoed by the Executive within thirty (30) days of submission. The Tribal Council may, by an affirmative vote of seven (7) members of the Tribal Council, override a veto by the Executive.

(Source: WOS 2014-011, September 25, 2014, Section XVI)

Chapter 53. Naawchigedaa Tort Claims

Codification Note: This chapter has been relocated to Title XI at 11.1101

Chapter 54. Leasing of Trust Lands

Codification Note: This chapter has been relocated to Title VIII at 8.801

Chapter 55. Elders Commission

Codification Note: This chapter has been relocated to Title XV at 15.2301

Chapter 56. Recall of an Official and Leave of Absence

6.5601 PURPOSE

The purpose of this Statute is to provide for paid leave of absence in the case of a recall of an Official in accordance with this Statute.

(Source: WOS 2015-002, February 24, 2015, Section I)

6.5602 DEFINITIONS

A. "Leave of Absence" means a temporary suspension of the Official's duties and authority.

B. **"Official"** means Tribal Chair, Vice Chair and/or Tribal Council members

(Source: WOS 2015-002, February 24, 2015, Section II)

6.5603 CONSTITUTIONAL RECALL ELECTION and LEAVE OF ABSENCE

A. The Tribal Chair, Vice Chair and Tribal Council members may be subject to recall in accordance with the Constitution.

B. The Official against whom a recall petition has been filed shall continue to perform the duties of his or her office until the preliminary non-certified results of the recall election are posted by the Election Board.

1. If the preliminary non-certified results show that the recall election did not result in the recall of the Official, then the Official shall continue to perform the duties of his or her office**;** or

2. If the preliminary non-certified results show that the recall election did result in the recall of the Official, then the Official shall be placed on paid leave of absence until the Election Board certifies the election results, or if there is a challenge to the election, until the Tribal Court issues a ruling indicating that the recall election was valid and did result in the recall of the Official, and the Election Board certifies such results.

C. If that Official (or former Official) appeals a decision of the Tribal Court to the LTBB Appellate Court, such Official (or former Official) shall remain on unpaid leave during the pendency of any appeal before the Appellate Court.

D. If the LTBB Appellate Court rules that the recall election was not valid, or that the recall election did not result in the recall of the Official, that Official shall be reinstated to his or her office and shall receive back pay for any period of time that he or she has not been paid while on unpaid leave of absence.

E. Upon the posting of the certified election results by the Election Board, if the recall election did not result in the recall of the Official, then the Official shall resume performing the duties of his or her office.

F. Upon the posting of the certified election results by the Election Board, if the recall election did result in the recall of the Official, then any and all paid leave of absence shall cease.

(Source: WOS 2015-002, February 24, 2015, Section III)

6.5604 IMPLICATIONS OF LEAVE OF ABSENCE

A. The Official on paid leave of absence shall receive his or her compensations as set forth by Tribal Statute.

B. The Official while on paid or unpaid leave of absence shall have all duties, authority and privileges associated with the Official's position suspended. Such suspension shall including barred access to confidential information, Tribal records, offices, properties, personnel and equipment associated with the position.

(Source: WOS 2015-002, February 24, 2015, Section IV)

6.5605 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2015-002, February 24, 2015, Section V)

6.5606 EFFECTIVE DATE

Effective upon the signature of the Executive or 30 days from Tribal Council approval whichever

comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2015-002, February 24, 2015, Section VI)

Chapter 57. Domestic Violence

Codification Note: Housekeeping - This statute has been relocated to Title IX, Chapter 7 at 9.701

Chapter 58. Victims' Rights

Codification Note: Housekeeping - This statute has been relocated to Title IX, Chapter 6 at 9.601

Chapter 59. Tribal Government Human Resources Department

Codification Note: This chapter has been relocated to Title XV at 15.2401

Chapter 60. Personal Protection Orders and No Contact Orders and Violations of Protective Orders

Codification Note: Housekeeping - This statute has been relocated to Title IX, Chapter 11 at 9.1101

Chapter 61. Paternity and Custody

Codification Note: This chapter has been relocated to Title V at 5.601

Chapter 62. Donated Land Acceptance

Codification Note: This chapter has been relocated to Title VIII at 8.901

Chapter 65. Qualified Expert Witness Designation

6.6501 PURPOSE

The Little Traverse Bay Bands of Odawa Indians creates this Statute to designate, and set forth the qualifications of, the qualified expert witness for child welfare proceedings in which a qualified expert witness is necessary or required by Tribal, State or Federal law.

(Source: WOS 2018-003, March 23, 2018, Section I)

6.6502 DEFINITIONS

A. "Department of Human Services" means the Little Traverse Bay Bands of Odawa Indians Human Services Department.

B. "Employee" means an individual employed by the Little Traverse Bay Bands of Odawa Indians including Tribal Government Administration, commercial entities, sub-entities and the Odawa Casino Resort and ancillary enterprises and activities beginning on the first day of work and after the employment process and issuance of a temporary gaming license.

C. "Indian Child Welfare Act" means 25 UCS 1903 *et seq*. ("ICWA") or its successor statute.

D. "Michigan Indian Family Preservation Act" means MCL 712B.1-41 ("MIFPA") or its successor statute.

E. "Qualified Expert Witness" means the individual designated by the Tribe to testify on behalf of the Tribe in ICWA or MIFPA proceedings, or other similar proceedings.

F. "Tribal Chairperson" means the Tribal Chairperson of the Little Traverse Bay Bands of Odawa Indians.

G. "Tribal Citizen" means an individual who is enrolled with the Little Traverse Bay Bands of Odawa Indians.

H. "Tribal Council" The Tribal Council of the Little Traverse Bay Bands of Odawa Indians.

I. "Tribe" means the Little Traverse Bay Bands of Odawa Indians and includes any Tribal entity or sub-entity of the Tribe.

(Source: WOS 2018-003, March 23, 2018, Section II)

6.6503 DESIGNATION OF QUALIFIED EXPERT WITNESS

The Tribal Chairperson shall designate a Tribal Citizen as the qualified expert witness for the Tribe consistent with the qualifications set forth in this statute, to testify in Federal or State Court child welfare proceedings in which a qualified expert witness is necessary or required by Tribal, State or Federal law.

(Source: WOS 2018-003, March 23, 2018, Section III)

6.6504 QUALIFICATIONS OF THE QUALIFIED EXPERT WITNESS

The qualified expert witness shall have the following qualifications:

A. Must be an enrolled Citizen of the Little Traverse Bay Bands of Odawa Indians.

B. Must be at least twenty-five years of age.

C. Must demonstrate knowledge and proficiency in Odawa cultural and social norms, history and traditional practices.

D. Must possess knowledge of and experience with Indian childrearing practices.

E. Must not be an employee of the Little Traverse Bay Bands of Odawa Indians Department of Human Services, Tribal Law Enforcement, Tribal Court or Prosecutor's Office.

(Source: WOS 2018-003, March 23, 2018, Section IV)

6.6505 PUBLICATION AND NOTIFICATION

A. The Tribal Chairperson, or their designee, shall notify any tribal, state or federal agency responsible for implementing ICWA or MIFPA with the identity and contact information of the Tribe's designated qualified expert witness.

B. The Tribal Chairperson, or their designee, shall publish, or cause to be published, the identity and contact information for the Tribe's designated qualified expert witness on the Tribe's website.

(Source: WOS 2018-003, March 23, 2018, Section V)

6.6506 REGULATIONS

In accordance with the Administrative Procedures Act, WOS 2015-019, the Tribal Chairperson shall submit regulations to the Tribal Council within one-hundred and twenty (120) days of the enactment of this statute which shall at a minimum set forth the selection process and criteria the Tribal Chairperson shall utilize in selecting the qualified expert witness.

(Source: WOS 2018-003, March 23, 2018, Section VI)

6.6507 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws or ordinances of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2018-003, March 23, 2018, Section VII)

6.6508 EFFECTIVE DATE

Effective upon signature of the Executive or shall be deemed enacted if not expressly vetoed by the Executive within thirty (30) days of submission. The Tribal Council may, by an affirmative vote of seven (7) members of the Tribal Council, override a veto by the Executive.

(Source: WOS 2018-003, March 23, 2018, Section VIII)

6.6509 OTHER RELATED STATUTES

See WOS 2015-019Administrative Procedures Act, WOS 2012-010 Child Protection Statute, WOS 2012-011 Child Welfare Commission, WOS 2000-09 Direct Consent and Open Adoptions, or as may be amended.

(Source: WOS 2018-003, March 23, 2018, Section IX)

Chapter 66. Tribal Website Statute

6.6601 PURPOSE

This Statute designates ltbbodawa-nsn.gov as the official website of the Little Traverse Bay Bands of Odawa Indians and directs what documents shall be maintained on the official website. This Statute repeals and replaces the applicable section of Waganakising Odawak Statute 2005-10 and WOS 2013-011, or as amended.

(Source: WOS 2018-008, July 5, 2018, Section I)

6.6602 DEFINITIONS

A. "LTBB" or "Tribe" means the Little Traverse Bay Bands of Odawa Indians.

B. "Tribal Website" means the LTBB governmental website, ltbbodawa-nsn.gov.

(Source: WOS 2018-008, July 5, 2018, Section II)

6.6603 LTBB WEB-SITE

A. The following shall be maintained on the LTBB website:

1. LTBB Constitution.

2. Election Board contact information; Election Board meeting schedules and minutes; regulations; policies and procedures; Election schedule; notices; and election results.

3. Executive Branch contact information; proposed and approved regulations; vetoed statutes and resolutions; Executive Directives; budget vetoes or modifications in accordance with the Waganakising Odawak Statute *Tribal Government Budget Formulation and Modification Statute* as currently enacted or amended; Commission/Committee/Boards meeting schedules and minutes; job postings; bid requests; and postings for nominations of appointed positions.

4. Legislative Branch contact information; Tribal Council work session schedules; regular, special and emergency meeting schedules and minutes; the annual budget calendar; committee meeting schedules and minutes; statutes; proposed statutes for comment; travel reports if applicable; and Tribally Chartered Corporation's meeting schedules and minutes.

5. Judicial Branch contact information; Court weekly docket; Case List Report; Court Opinions; Administrative Rules and Orders; Court Rules; Schedule of fines and fees; public notices and court forms.

6. Prosecutor's Office contact information.

7. Approved intergovernmental agreements and accords.

7. Public notices or documents deemed to be appropriate by any of the branches of Tribal government.

8. Information for requesting public documents.

B. Each governmental branch may include additional information on the LTBB website.

(Source: WOS 2018-008, July 5, 2018, Section III)

6.6604 POSTING TO THE LTBB WEB-SITE

Each governmental branch shall develop policy and procedures that sets forth the process on how documents and items are posted to the LTBB website and shall submit same to Tribal Council for approval within one-hundred and twenty (120) days of enactment of this Statute.

(Source: WOS 2018-008, July 5, 2018, Section IV)

6.6605 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2018-008, July 5, 2018, Section V)

6.6606 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2018-008, July 5, 2018, Section VI)

6.6607 OTHER RELATED STATUTES

See WOS 2015-019 Administrative Procedures Act, WOS 2015-016 Tribal Government Budget Formulation and Modification Statute and WOS 2010-009 Public Documents Statute, WOS 2018-xxx Legislative Procedures Act; or as may be amended.

(Source: WOS 2018-008, July 5, 2018, Section VII)

TITLE VII. ECONOMIC DEVLOPMENT

Chapter 1. A Plan for the Use of the Little Traverse Bay Bands of Odawa Indians' Judgment Fund Distribution

7.101 PURPOSE

This Plan has been developed as a result of the Indian Claims commission dockets numbered 18-E, 58, 364 and the passage of Public Law 105-143, signed into law on December 15, 1997, and provides for the disbursal of judgment funds to the Little Traverse Bay Bands of Odawa Indians of Michigan. Pursuant to this law, the Little Traverse Bay Bands of Odawa Indians must submit a plan for the use of the funds to the Secretary of Interior. The Secretary shall review the plan and discuss any problems with the Tribe. After this review, the plan shall be submitted to Congress prior to the distribution of any of these funds to the Tribe.

The Plan was developed by the Tribe to use monies wisely for the Tribe's current and future well being, and to preserve its culture and history. This plan also meets all of the criteria for the Secretary and Congressional approval, including:

A. The needs and desires of any groups or individuals who are in a minority position, but who are also entitled to receive such funds, have been fully ascertained and considered;

B. The interests of minors and other legally incompetent persons who are entitled to receive any portion of such funds; and

C. Any provision, including enrollment provisions, of the constitution, bylaws, rules, and procedures of such tribe which may affect the distribution or other use of such funds are in full accord with the principles of fairness and equity.

(Source: 1998007, March 13, 1998, Section I)

7.102 SOVEREIGN IMMUNITY

Nothing in this plan shall provide, or be interpreted to provide, a waiver of the sovereign

immunity from suit of the Little Traverse Bay Bands of Odawa Indians or any of its governmental officers and/or agents.

Nothing in this plan shall create a duty of financial obligation on the part of the Little Traverse Bay Bands of Odawa Indians or any of its officers and/or agents to provide judgment fund distribution shares to an individual who alleges that he/she did not receive a per capita distribution share; provided, however, that the Little Traverse Bay Bands of Odawa Indians must show:

A. The individual's name does not appear on any of the rolls authorized under the Tribal enrollment requirements and time requirements of this plan; or

B. The individual's name: (A) appeared on one of the rolls authorized under Tribal enrollment requirements and time requirements of this plan; and, (B) a copy of the per capita share documentation is returned by the Tribal Administration as proof of distribution to the last known address of the individual entitled to a per capita share.

(Source: 1998007, March 13, 1998, Section II)

7.103 DESCRIPTION OF TRUST FUNDS

A. Land Claims Distribution Trust Fund. The share of the Little Traverse Bay Bands of Odawa Indians of Michigan (hereafter in this section referred to as the ''Bands''), as determined pursuant to subsections (a)(4) and (b)(4) of section 104 of Public Law 105-143, shall be deposited by the Secretary in a trust fund to be established by the Tribal Council of the Bands to be known as the ''Land Claims Distribution Trust Fund'' (hereafter in this section referred to as the ''Trust Fund'').

The principal of the Trust Fund shall consist of:

1. the funds deposited into the Trust Fund by the Secretary pursuant to this subsection;

2. such annual earnings of the Trust Fund which shall be retained, and added to the

principal;

3. such other funds as may be added to the Trust Fund by action of the Tribal Council of the Bands.

B. Management of the Trust Fund. The Tribal Council of the Little Traverse Bay Bands of Odawa Indians will enact a statute creating a Trust Fund Board.

1. The Trust Fund Board (hereafter in this section referred to as the "Board") will be appointed by Tribal Council in accordance with the procedures established in the statute. The Board shall be the trustee of the Trust Fund and shall administer the Fund in accordance with this section. In carrying out this responsibility, the Board may retain or hire a professional trust manager and may pay the prevailing market rate for such services. Such payment for services shall be made from the current income accounts of the Trust Fund and charged against the earnings of the fiscal year in which the payment becomes due.

2. The Trust Fund shall be maintained as a separate account, which shall be audited at least once during each fiscal year by an independent certified public accountant that shall prepare a report on the results of such audit. Such report shall be reasonably available for inspection by the members of the Bands.

3. The Board will create Share Certificates. The face value of each Share Certificate shall be calculated by the following two steps:

a. By dividing 80 % of the total dollar amount of the distribution from the United States on the date of such distribution by the number of Tribal members who are eligible to participate in the distribution under section 3(g) [WOTC 7.103(G)] of this Plan, and

b. This amount will then be divided by two to determine the amount of each Share Certificate. The estimated value of each Share Certificate is $2,000 but the exact amount will depend on the exact amount of the distribution and number of members eligible to participate in the distribution. Each eligible member will

receive two Share Certificates, which added together will be worth approximately $4,000. Each eligible member will have the option of immediately redeeming one or both of their Share Certificates, or leaving one or both of their Share Certificates in the Trust Fund. Share Certificates are redeemable at no more than face value unless they are left in the Trust Fund for ten years or until the Trust Fund reaches the value of the total amount of the original distribution from the United States, at which point each unredeemed Share Certificate will be worth $500 more than its original face value.

C. Minor, Legal Incompetent and Incarcerated Person's Trust Fund.

1. Tribal Council shall establish a separate trust fund with segregated amounts equal to each minor, incarcerated member, or incompetent's share. The investment policy of this trust will preserve the trust corpus while obtaining the highest interest rates current money markets can safely provide. Maturity dates of investments cannot exceed the period of the trust and only the following types of investment shall be made: United States Treasury bills; Bankers' acceptance, provided the assets of the issuing bank exceed $1 billion or the issuing bank pledges full collateral; Certificates of deposit, provided the assets for the issuing bank exceed $1 billion or the issuing bank pledges full collateral; Commercial paper, provided it is rated prime-2 by Moody's or A-2 by Standard and Poor's or is an obligation of a company with outstanding unsecured debt rated Aa by Standard and Poor's.

2. Minors who will have reached the age of 18 years within six months after the establishment of the Minor, Incarcerated Members and Incompetents Trust shall have their funds retained at interest in individual Indian money accounts and paid to them upon attaining their majority.

3. Upon reaching 18 years of age minor beneficiaries of the trust may make application to the Board to have their share plus interest transferred to them.

4. Release of funds regarding legal incompetents---Upon the petition of the legal guardian of the beneficiary, trust assets shall be distributed to the beneficiary as deemed appropriate by Tribal Court of the Little Traverse Bay Bands of Odawa Indians.

5. Incompetent qualified Tribal member---To be deemed incompetent under this Plan, a qualified tribal member must be declared incompetent by a court of competent jurisdiction prior to any disbursement of monies to any individuals. His/her guardian must inform the Board, with sufficient written evidence, that he/she is the incompetent's legal guardian along with the guardian and incompetent's current address(es) prior to the aforementioned disbursement. If the Board does not receive such notification, then the Board may release his/her share to the individual at his/her last known address and neither the Board nor Tribe will bear any further responsibility for the individual's funds.

6. Incarcerated qualified Tribal member---To place an incarcerated member's share in trust under section 3 (c)(1) [WOTC 7.103(C)(1)] the Board must have actual knowledge of the individual's incarceration. Incarcerated individuals should inform the Board in writing of their incarceration before any distribution of monies under this plan. If the Board does not have actual knowledge of an individual's incarceration, then the Board may release his/her share to the individual at his/her last known address and neither the Board nor Tribe will bear any further responsibility for the individual's funds, including subsequent recoupment or attachment of the individual's share by any governmental entity or creditor. The Board will disburse the individual's share from the trust account to the individual upon his/her release from incarceration. Prior to release from incarceration, the individual's share can only be disbursed by order of the Tribal Court. The Tribal Court may issue such order, in its discretion, upon petition by the incarcerated member through a guardian or Power of Attorney.

7. In the event that a minor, incompetent or incarcerated person dies while his/her money is in trust, that money shall be distributed to the member's heirs at law.

D. Land Claims Distribution Trust Fund Interest Distribution.

1. Except for the administration costs allowed under Section 3 (b)(1) [WOTC 7.103(B)(1)], interest earnings of the Trust Fund investment shall be utilized only as outlined in this subsection (D) of this plan.

2. The earnings of the Trust Fund shall be utilized to increase the principle until it

reaches the amount of the original distribution to the tribe from the United States, plus an amount adequate to fund the redemption of all outstanding shares at that time, pursuant to this subsection. The Board shall have the authority to invest the principal of the Trust Fund on market risk principles that will ensure adequate increases in the principle, while at the same time protecting the principle.

E. New Trust Fund.

1. Upon the accumulation of the original principle pursuant to subsection (D)[WOTC 7.103(D)] , the Land Claims Distribution Trust Fund will become the Odawa Perpetuation Trust Fund, to be managed by the Trust Fund Board. Not more than 85% of the interest from the investment of the Trust Fund shall be distributed according to the specific formula described herein, while no more than 5% of the interest each year shall be spent on administration of the Trust Fund, and at least 10% of the interest each year shall be re-invested in the Trust Fund.

2. Children born to members after the date of Secretarial approval of this plan who are themselves enrolled members in the Bands shall receive a one time per capita payment of an amount equal to the originally distributed two shares, upon reaching the age of eighteen.

3. Of the funds remaining, 40% of the interest each year shall be spent on programs designed to benefit Elders, 20% of the interest each year shall be spent on programs designed to benefit Youth, 20% of the interest each year shall spent on programs for general tribal benefit, and 20% shall be spent on land acquisition or defense of treaty rights or both.

4. The Odawa Perpetuation Trust Fund shall be audited at least once during each fiscal year by an independent certified public accountant who shall prepare a report on the results of such audit. Such report shall be reasonably available for inspection by the members of the Bands.

F. No Secretarial Responsibilities for Trust Fund.

The Secretary shall have no trust responsibility for the investment, supervision, administration, or expenditure of the Land Claims Distribution Trust Fund or the Odawa Perpetuation Trust Fund.

G. General Provisions.

1. In the event that a tribal member eligible for a payment under this section shall die after preparation of the distribution roll, but prior to the distribution date, such payment shall be paid to the estate of such member.

2. To receive a per capita share, persons must be enrolled members of the Bands by midnight at the end of the date of approval of this plan by the Secretary. In addition, the estate of any deceased member who was living and enrolled on the date of enactment of the Michigan Indian Land Claims Settlement Act (Public Law 105-143), December 15, 1997, and the estate of any deceased member enrolled between December 15, 1997 and midnight at the end of the date of approval of this plan by the Secretary, shall also receive per capita shares.

(Source: 1998007, March 13, 1998, Section III, as amended by WOS 1998008, April 19, 1998; WOS 1998010, July 12, 1998; and WOS 1998011, September 13, 1998)

Chapter 1a. Non-Attachment of Judgment Fund Per Capita Payments

7.1a01 SHORT TITLE

This Statute may be cited as the "Non-Attachment of Judgement Funds Per Capita Payments Act."

(Source: WOS 1999003, May 2, 1999, Section I)

7.1a02 NON-ATTACHMENT OF JUDGMENT FUND PER CAPITA PAYMENTS

None of the funds which are distributed per capita at any time to Tribal members through redemption of share certificates or otherwise pursuant to the Plan for the Use of the Little

Traverse Bay Bands of Odawa Indians Judgment Fund Distribution, approved by the Secretary of the Interior on December 16, 1998, shall be subject to attachment to satisfy any lien, judgment or any other debt.

(Source: WOS 1999003, May 2, 1999, Section II)

Chapter 1b. Distribution of Judgment Funds to Estates

7.1b01 PURPOSE

Under A Plan for the Use of the Little Traverse Bay Bands of Odawa Indians Judgement Fund Distribution (Plan), the estates of certain deceased Tribal members shall receive payments. This Statute describes how such payment shall be made to such estates.

(Source: WOS 1999006, May 23, 1999, Section I)

7.1b02 DISTRIBUTION

A. In the event that a Tribal member who is eligible to receive a payment under the Plan should die before the funds are distributed, that individual's payment shall be distributed to his/her heirs at law. The Trust Fund Board may request a copy of the individual's death certificate or other proof of the date of death to verify the individual's eligibility for his/her shares.

B. If such individual had a will at the time of his/her death, such individual's heirs and the share each heir is entitled to, shall be determined under that will.

C. If no will was present at the time of his/her death, the shares shall be distributed to any surviving spouse, or, in the absence of a surviving spouse, shall be distributed equally to any surviving children, or, in the absence of any surviving children, shall be distributed to surviving parents, or, in the absence of surviving spouse, children, or parents, in equal shares to surviving siblings, or, in the absence of surviving spouse, children, parents, or siblings, shall revert to the Tribe. In all cases, an individual's heirs shall be determined by a court of competent jurisdiction.

(Source: WOS 1999006, May 23, 1999, Section II)

Chapter 2. Trust Fund Board

7.201 PURPOSE AND TITLE

The "Plan for the Use of the Little Traverse Bay Bands of Odawa Indians Judgment Fund Distribution" mandates the creation of the Trust Fund Board to maintain and manage the Trust Funds created under the Plan, and issue the Share Certificates described in the Plan. This Statute creates the Board and defines its composition, terms, duties and functions. This Statute may be cited as the "Trust Fund Board Act." This Statute repeals and replaces WOS 2008-008, 1998013, 1999011, and all other amendments.

(Source: WOS 2017-004, August 25, 2017, Section I)

7.202 DEFINITIONS

A. "Board" means the Trust Fund Board created under this Statute.

B. "Plan" means the Plan for the Use of the Little Traverse Bay Bands of Odawa Indians Judgment Fund Distribution, being Waganakising Statute 1998007, as amended.

C. "Secretary" means the Secretary of the United States Department of the Interior.

D. "Tribal Government Trust Fund Expendable" means a Tribal trust fund to be administered by the Board, from which principal may be spent, created exclusively from funds separate and apart from those received by the Tribe under the Michigan Indian Lands Claims Settlement Act, Public Law 105-143.

E. "Tribal Government Trust Fund Non-expendable" means a Tribal trust fund to be administered by the Board, from which principal may not be spent, created exclusively from funds separate and apart from those received by the Tribe under the Michigan Indian Lands Claims Settlement Act, Public Law 105-143.

F. "Trust Funds" means the Land Claims Distribution Trust Fund and the Minor, Legally Incompetent and Incarcerated Person's Trust Fund, and their successor funds created under the Plan. Initially, the Minor Legally Incompetent and Incarcerated Person's Trust Fund will consist of nineteen (19) segregated accounts, one of which will be closed annually as provided for in this Statute.

(Source: WOS 2017-004, August 25, 2017, Section II)

7.203 SUSPENSION OF TRUST FUND BOARD

A. In 1998, the Trust Fund Board set up the Trust Funds to consist of nineteen (19) segregated accounts for minors and incarcerated persons. Each year the Board closed one of the segregated accounts and distributed the funds. Since 1998, all of the segregated accounts have been closed and any remaining amounts were transferred to an interest-bearing account.

B. The Tribal Council hereby suspends the duties of the Trust Fund Board, and transfers any remaining administrative duties and/or functions to the Little Traverse Bay Bands of Odawa Indians Accounting Department.

C. When the Trust Fund reaches the original principal of $14,946,239.18, the amount received by the Tribe from the United States government, pursuant to Michigan Indian Land Claims distribution, the Trust Fund Board will resume its duties.

(Source: WOS 2017-004, August 25, 2017, Section III)

7.204 DUTIES OF THE TRUST FUND BOARD

The Trust Fund Board shall have the following powers, duties and functions:

A. The Board shall devise and draft rules and regulations governing the Board, including, but not limited to, investment, certificate creations, bearer responsibility, redemption and disbursement. The Board shall submit these drafts and any subsequent amendments to the Tribal Council for review and approval.

B. The Board shall administer the Trust Funds created under the Plan, which shall consist solely of funds distributed to the Tribe pursuant to the Michigan Indian Land Claims Settlement Act, Public Law 105-143 and the Plan prepared and approved under the Indian Tribal Judgment Funds Use or Distribution Act (25 U.S.C. Sec. 1403(b)) and interest and other investment income earned thereon. The Trust Funds shall be audited at least once during each calendar year by an independent certified public accountant that shall prepare a report on the results of such audit. The full tribal council shall be reasonably available for inspection by Citizens of LTBB, and a financial statement shall be distributed annually to all head of household addresses by the most efficient means. Payment for audit services shall be made from the current income accounts of the Trust Funds and charged against the earnings of the fiscal year in which the payment becomes due. Provided, that any contracts for professional services shall provide that payment shall only be made out of income from the Trust Funds, and not from principal.

C. The Board may retain or hire a professional trust manager or company and may pay the prevailing market rate for such services. Such payment for services shall be made from the current income accounts of the Trust Funds and charged against the earnings of the fiscal year in which the payment becomes due. Provided, that any contracts for professional services shall provide that payment shall only be made out of income from the Trust Funds, and not from principal. The Trust Fund Board shall obtain written qualifications of the potential trust fund manager or company before retention. The Trust Fund Board shall conduct such research and require such background checks as it deems necessary to assess the qualifications and suitability of the potential trust fund manager or company.

D. Investment Strategy.

1. The Trust Fund Board shall develop an overall prudent investment policy to provide for consistent long-term growth of capital without undue exposure to risk.

2. Allowable funds must be legal investments which may include, but not be limited to:

a. Bonds, bills, or notes of the United States; obligations, the principal and interest of which are fully guaranteed by the United States, or obligations of States or Tribes.

b. Certificates of deposit issued by a tribal, state, or national bank organized and authorized to operate as a bank.

c. Commercial paper rated prime at the time of purchase.

d. Publicly traded stocks and or bonds as well as other federally regulated marketable securities.

3. The Trust Fund Board is authorized to designate depositories for the Trust Funds and any successor funds and to determine that the funds are invested appropriately.

4. The Trust Fund Board is prohibited from using or allowing the Trust Funds and their successor fund investments to be used as collateral or guaranty against any form of debt secured in the name of the Tribe or Tribal entities. Furthermore, the Tribal Council or any Tribal governmental entity is prohibited from using the Trust Funds and their successor fund investments as collateral or guaranty against any form of debt secured in the name of the Tribe or Tribal entities.

5. No person or entity can borrow funds from the Trust Funds and their successor fund investments, be it the Trust Fund Board, other Tribal entity, or a non-Tribal entity.

E. Initial Tribal Investment. The initial Tribal investment will consist of twenty per cent (20%) of the total amount of the distribution from the Federal Government. Up to one hundred thousand dollars ($100,000.00) of this amount is authorized to be spent to pay costs associated with the initial Share Certificate issuance and redemption for a one year period. After the first year, all costs of maintaining and redeeming Share Certificates shall be considered costs charged against the earning of the Trust Funds.

F. Share Certificates.

1. The Board will create Share Certificates. The face value of each Share Certificate shall be calculated by the following two steps:

a. By dividing 80% of the total dollar amount of the distribution from the United

States on the date of such distribution by the number of Tribal members who are eligible to participate in the distribution under section 3(g) of the Plan, and

b. This amount will then be divided by two to determine the amount of each Share Certificate. The estimated value of each Share Certificate is $2,000 but the exact amount will depend on the exact amount of the distribution and number of members eligible to participate in the distribution. Each eligible member will receive two Share Certificates, which added together will be worth approximately $4,000.

2. Each eligible member will have the option of immediately redeeming one or both of their Share Certificates, or leaving one or both of their Share Certificates in the Trust Fund. Share Certificates are redeemable at no more than face value unless they are left in the Trust Fund for ten years or until the Trust Fund reaches the value of the total amount of the original distribution from the United States, at which point each unredeemed Share Certificate will be worth $500 more than its original face value.

3. The Board will take all necessary technological and other measures to ensure the integrity of the Share Certificates so they cannot be duplicated, copied, altered, or forged.

G. Minor and Incarcerated Person's Trust Fund

1. The Board shall establish a separate Trust Fund with segregated amounts equal to each minor and incarcerated share. The following types of investment are permitted: Bonds, Bills or notes of the United States, Bankers acceptance, Commercial Paper that is rated prime at the time of purchase, Certificates of Deposit that are issued by a bank with assets greater than one billion dollars.

2. Each year one of the 19 segregated accounts of the Minor and Incarcerated Trust Fund shall be closed. This amount shall be transferred to an interest bearing checking account.

3. Starting January 1, 2002, eligible recipients who turn eighteen may redeem their share certificates based on the face value of the share certificates plus interest accrued on their share until the date of redemption or until December 31st of the year

they reach their 18th birthday. If the shares are not redeemed then the principal and interest will be deposited into the Land Claims Distribution Trust Fund where it shall be paid out in accordance with Section IV(F)(2) of this Statute.

4. Starting January 1, 2002, eligible recipients who are released from incarceration may redeem their share certificates based on the face value of the share certificates plus interest accruing until the date of redemption or until December 31st of the year that they are released from incarceration. If the shares are not redeemed then the principal and interest will be deposited into the Land Claims Distribution Trust Fund where it shall be paid in accordance with Section IV(F)(2) of this Statute.

5. It is the recipient's responsibility to notify the Trust Fund Board of this election by the redemption date or no later than December 31st of the year of eligibility.

H. New Trust Fund

Upon the accumulation of the original principal received by the Tribe from the United States government pursuant to Michigan Indian Land Claims distribution in the amount of $14,946,239.18, the following shall occur:

1. The Land Claims Distribution Fund shall become the Odawa Perpetuation Fund, to be managed by the Board. Not more than 85% of the interest from the investment of the Trust Fund shall be distributed according to the specific formula described herein, while no more than 5% of the interest each year shall be spent on the administration of the Trust Fund. At least 10% of the interest shall be re-invested in the Trust Fund.

2. Children born to members after the date of Secretarial approval of the Plan who are themselves enrolled members in the Tribe shall receive a one time per capita payment of the amount equal to the original distributed two shares upon reaching the age of eighteen. Due to the effects of inflation, the Board may request that the Tribal Council increase this amount.

I. No Secretarial Responsibility for Trust Fund

The Secretary shall have no trust responsibility for the investment, supervision, administration, or expenditure of the Lands Claims Distribution Trust Fund of the Odawa Perpetuation Fund.

(Source: WOS 2017-004, August 25, 2017, Section IV)

7.205 ADDITIONAL TRUST FUNDS

Tribal Government Trust Fund. From time to time the Board may administer additional trust funds, Non-Expendable and Expendable, wherein the Tribal Council has allocated the principal that may come from Tribal gaming and other economic enterprises, grants, donations and bequests. No portion of the principal of these funds shall ever be derived from monies received by the Tribe under the Michigan Indian Lands Claims Settlement Act, Public Law 105-143, or any income generated there from. The Trust Fund Board or its financial advisor shall consult with the Tribal Council to determine the amounts to be invested, as determined by the Tribal Council, in each of the Tribal Government Trust Funds. The investment strategy shall be the same as set out in Section IV(d).

1. **Tribal Government Trust Fund Non-expendable.** Each year up to 5% of the interest may be spent on administration of the Fund. At least 10% of the interest shall be re-invested.

2. **Tribal Government Trust Fund Expendable.** Each year up to 5% of the interest may be spent on administration of the Fund. Any interest not distributed shall be re-invested in the Fund.

3. The remaining interest from both funds shall be distributed as follows:

a. Up to 50% may be spent on programs for the general Tribal benefit, including land acquisition or defense of treaty rights.

b. Up to 50% may be distributed through in house grants for the benefit of elders and youth programs. In the event that funding shortages threaten

basic government operation and services, the allowable expenditures may first be used to cover such shortfalls.

(Source: WOS 2017-004, August 25, 2017, Section V)

7.206 MEETINGS, QUORUM, VOTING AND CONFLICT OF INTEREST

A. Meetings. The Board shall meet at least quarterly and as often as necessary to properly carry out its duties and functions. All Board meetings shall be open to the Tribal membership and any other persons that the Tribal Council may designate to attend.

B. Voting and Quorum. Actions of the Board shall be decided by a majority vote of those present at the meeting. The Chairperson is entitled to vote on all matters before the Board. A quorum shall consist of three (3) members. If ratification is sought, all non-attending members shall be contacted personally, or by phone or fax, and all ratifications shall be reduced to writing and placed in the minutes and approved at the next regularly scheduled Board meeting.

C. Conflict of Interest. Board members shall not participate in any decisions in which they have a direct financial interest, other than interests that they share in common with the Tribal membership.

D. Bonding. The Trust Fund Board shall be bonded and carry errors and omissions insurance in amounts adequate to safeguard the financial interests of LTBB and its members in the Trust Funds and their earnings through the insurance policy carried by the tribe. Additionally, the Trust Fund Board members shall be bonded up to $100,000 either by a rider endorsement to the tribe's policy or a separate bond policy through an independent insurance agency of the Board's choice. The costs of obtaining such bonds and/or insurance shall be considered costs charged against the earnings of the Trust Funds.

(Source: WOS 2017-004, August 25, 2017, Section V)

7.207 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this Statute is

found by a court of competent jurisdiction to violate the Constitution, laws or ordinances of or governing the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, paragraph, subsection or section shall be considered to stand alone and to be deleted from this Statute, the entirety of the balance of the Statute to remain in full and binding force and effect.

(Source: WOS 2017-004, August 25, 2017, Section VII)

7.208 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2017-004, August 25, 2017, Section VIII)

Chapter 3. Repeal of Economic Development Commission

7.301 FINDINGS and REPEALED

The duties of the Commission are no longer applicable to the current organization of the Little Traverse Bay Bands of Odawa Indians tribal government and WOS 2009-023, Economic Development Commission is hereby repealed in its entirety.

(Source: WOS 2014-015 Repealed 2009-023, November 6, 2014, Section I)

7.302 EFFECTIVE DATE

Effective upon signature of the Executive or shall be deemed enacted if not expressly vetoed by the Executive within thirty (30) days of submission. The Tribal Council may, by an affirmative vote of seven (7) members of the Tribal Council, override a veto by the Executive.

(Source: WOS 2014-015 Repealed 2009-023, November 6, 2014, Section II)

Chapter 4. Gaming Regulatory Statute

[*The Indian Gaming Regulatory Act, 25 U.S.C. § 2701 et seq. requires approval of tribal gaming ordinances by the National Indian Gaming Commission. The following Waganakising Odawak Statute 2011-005, enacted February 26, 2011, was approved by the NIGC on March 28, 2011*]

7.401 PURPOSE

The purpose of this Statute is to authorize the regulating of the terms and conditions under which Class I, II, and III gaming may be conducted on the lands of the Tribe. This Statute rescinds and replaces the Gaming Regulatory Statute, Waganakising Odawak Statue 2005-06, and Waganakising Odawak Statute 2010-012.

(Source: WOS 2011-005, February 26, 2011, Section I)

7.402 DEFINITIONS

Unless a different meaning is clearly indicated in this Statute, the terms used herein shall have the same meaning as defined in the Indian Gaming Regulatory Act (IGRA) as currently codified at , 25 U.S.C. § 2701 *et seq.*, and its regulations, 25 C.F.R. § 500 *et seq*, or as amended. Throughout this Statute, citations to Tribal or Federal statutes and regulations include successor statutes and regulations if such future changes do not alter the intent of this Statute. Additionally:

A. "Board of Directors" means the Tribal Gaming Board of Directors created under Waganakising Odawak Statute 2009-012 or as amended, or any successor entity created by Tribal Statute to carry out non-regulatory aspects of the Tribe's gaming operation.

B. "Commission" means the Gaming Regulatory Commission which is comprised of three to five appointed officials, assisted by regulatory staff, to fulfill the duties required for regulation of the tribal gaming operations.

C. "Commissioner" means a Little Traverse Bay Bands of Odawa Indians Tribal Gaming Regulatory Commissioner.

D. "Compact" means a Tribal-State Compact concerning class III gaming under federal

regulations.

E. **"**Complimentary Items" means a service or item provided at no cost, or at a reduced cost, to a customer, but does not include discounts offered equally to all Tribal Citizens, tribal employees, or attendees at a conference or training. .

F. "Directly related to" means immediate family relations as defined in the Tribe's nepotism statute, Waganakising Odawak Statute 2002-05, WOTC Title XIV, Section 6.414 as amended.

G. "Enterprise" or "Gaming Operations" means the Odawa Casino Resort and its ancillary enterprises and activities, and other tribally owned enterprises or businesses related to gaming.

H. "Gaming" or "Gambling" means Class II or III gaming activity conducted by the Gaming Enterprise.

I. "Key Employee" means:

1. A person who performs one or more of the following functions:

a. Bingo caller

b. Counting room supervisor

c. Chief of security

d. Custodian of gaming supplies or cash

e. Floor manager

f. Pit boss

g. Dealer

h. Croupier

i. Approver of credit

j. Custodian of gambling devices including persons with access to cash and accounting records within such devices;

k. Custodians of confidential or proprietary information or records

2. If not otherwise included, any other person whose total cash compensation is in excess of $50,000 per year.

3. If not otherwise included, the four most highly compensated persons in the gaming operation.

J. **"**Net Revenues" means gross gaming revenues of the Little Traverse Bay Bands of Odawa Indians gaming operation less:

1. Amounts paid out as, or paid for, prizes.

2. Total gaming-related operating expenses, including all those expenses of the gaming operation commonly known as operating expenses and non-operating expenses consistent with professional accounting pronouncements, excluding management fees.

K. "Non key employee" means any employee of the gaming operation that is not a key employee or primary management official.

L. **"**Primary Management Official" means:

1. The person(s) having management responsibility for a management contract.

2. Any person who has authority.

a. To hire and fire employees.

b. To set up working policy for the gaming operation.

c. The chief financial officer or other person(s) who has financial management responsibility.

d. Any other person designated by the Gaming Regulatory Commission based on level of signing authority or job position responsibilities.

M. "Tribal Chair" and "Vice Chair" means the Executive created under Article VIII of the LTBB Constitution.

N. "Tribal Council" means the Legislative body of the Little Traverse Bay Bands of Odawa Indians (LTBB).

O. "Tribal Court" means the LTBB Court created under Article IX of the LTBB Constitution**.**

P. "Tribal lands" means all lands within the Little Traverse Bay Bands of Odawa Indians jurisdictional reservation boundaries, and any lands title to which are held in trust by the United States for the benefit of the Little Traverse Bay Bands of Odawa Indians.

Q. "Tribe" or "LTBB" means the Little Traverse Bay Bands of Odawa Indians which as reaffirmed in Public Law 103-324 is recognized as eligible by the Secretary of the Interior for the special programs and services provided by the United States to Indians because of their status as a federally recognized tribe, and are recognized as possessing powers of self-government.

(Source: WOS 2011-005, February 26, 2011, Section II)

7.403 GAMING AUTHORIZED

A. **Class I Gaming** means social games solely for prizes of minimal value or traditional forms of Indian gaming engaged in by individuals as a part of, or in connection with, tribal ceremonies or celebrations. Class I gaming, or a raffle authorized by the Tribe or State, is regulated by the Commission only when it occurs within Class II or Class III gaming facilities of the Tribe, including connected amenities, such as hotels, restaurants and parking lots at such site. Class I

gaming that occurs away from such facilities is not regulated by the Commission.

B. **Class II Gaming** is hereby authorized and defined in the Indian Gaming Regulatory Act, ("IGRA") and by regulations lawfully promulgated by the National Indian Gaming Commission ("NIGC") that now or hereafter may be in effect.

C. **Class III Gaming** is hereby authorized and defined in IGRA and by regulations promulgated by the NIGC that now or hereafter may be in effect is hereby authorized, provided such gaming is also authorized by and consistent with a Tribal-State Compact that has been approved or deemed approved by the Secretary of the Interior and is in effect, or otherwise has been authorized by the Secretary of the Interior or federal law.

(Source: WOS 2011-005, February 26, 2011, Section III)

7.404 OWNERSHIP OF GAMING

The Little Traverse Bay Bands of Odawa Indians shall have the sole proprietary interest in and responsibility for the conduct of any gaming facilities and/or enterprise operation authorized by this Statute.

(Source: WOS 2011-005, February 26, 2011, Section IV)

7.405 USE OF GAMING REVENUE

A. Net revenues from tribal gaming shall be used only for the following purposes:

1. to fund tribal government operations and programs.

2. to provide for the general welfare of the Tribe and its Citizens.

3. to promote tribal economic development.

4. to donate to charitable organizations.

5. to help fund operations of local government agencies.

B. If the Tribe elects to make per capita payments to Tribal Citizens, it shall authorize such payments only in accordance with a plan submitted to and approved by the Secretary of the Interior.

C. The Tribe shall ensure that the interests of minors and other legally incompetent persons who are entitled to receive any per capita payments under a Tribal per capita payment plan are protected and preserved, and that the per capita payments are disbursed to the parents or legal guardian of such minors or legal incompetents in such amounts as may be necessary for the health, education, or welfare or the minor or other legally incompetent person, under a plan approved by the Tribal Council and the Secretary of the Interior.

(Source: WOS 2011-005, February 26, 2011, Section V)

7.406 GAMING REGULATORY COMMISSION

A. The Tribe hereby establishes a Tribal Gaming Regulatory Commission as an Executive Commission whose duty it is to regulate tribal gaming operations. The Commission shall consist of at least three (3) but not more than five (5) Tribal Citizens. There shall be among them a Chairperson, Vice-Chairperson, Secretary and Treasurer, provided the Secretary and Treasurer may be combined into one position.

B. The purpose of the Commission is to ensure compliance with Tribal, Federal, and, if applicable, State laws and regulations. The Commission will serve as the licensing authority for the gaming operation and individuals employed in the gaming operation and will administer background investigations as part of the licensing process. The Commission will monitor compliance with the internal control standards for the gaming operation and track revenues. In order to carry out its regulatory duties, the Commission shall have unrestricted access to all areas of the gaming operation and to all records. The Commission shall have authority to take enforcement actions, including suspension or revocation of an individual gaming license when appropriate.

C. The Tribe recognizes the importance of an independent Commission in maintaining a well-

regulated gaming operation. The Commission shall be and act independently and autonomously from the Tribal Council in all individual licensing decisions. No prior or subsequent review by the Tribal Council of any licensing and fining actions of the Commission shall be required or permitted except as otherwise explicitly provided in this Statute. To avoid potential conflicts of interest between the operation and regulation of the gaming facility, the Tribe hereby finds that, at a minimum:

1. No member of the Tribal Council may serve on the Commission.

2. No Tribal Gaming Board of Directors member may serve on the Commission.

3. No Tribal member directly related to or living with any Tribal Gaming Board of Directors member may serve on the Commission.

4. Members of the Commission and Gaming Board of Directors are prohibited from gambling in the facility.

5. The following persons are also ineligible to serve on the Commission: employees of the gaming operation, while serving as such; gaming contractors (including any principal of a management or other contracting company); persons directly related to or sharing a residence with any of the above.

D. The members of the Commission shall be appointed by the Tribal Council as follows:

1. Composition of the Commission. The Commission shall consist of three (3) to five (5) Tribal Citizens appointed by the Tribal Council and shall be licensed as primary management officials.

2. Term. Members of the Commission shall be appointed to serve for three (3) year terms. Terms shall be staggered so no more than two terms start in any one year. Members may be reappointed for additional terms without limitation.

3. Subject to the availability of funding and a budget approved by the Tribal Council, members of the Commission may receive a stipend, mileage and expense reimbursement

in accordance with a stipend policy adopted by the Tribal Council.

4. Future Appointments and oath of office shall be conducted in accordance with the Commissions, Committees and Boards Statute, WOS 2002-05, or such successor statute as Tribal Council may enact.

E. The Commission shall:

1. Conduct or cause background investigations to be conducted on primary management officials, key employees, non-key employees, and gaming related vendors

2. Review and approve all investigative work conducted.

3. Report results of background investigations to the National Indian Gaming Commission.

4. Obtain and process fingerprints, or utilize the Tribal Law Enforcement agency to obtain and process fingerprints.

5. Make suitability determinations, which shall be signed by a majority of the Commissioners present when the license is approved.

6. Issue gaming licenses to management officials and employees of the operation, consistent with the suitability determination.

7. Inspect, examine and monitor all gaming activities, and have immediate access to review, inspect, examine, photocopy and audit all gaming related records of the gaming establishment.

8. Ensure compliance with all Tribal, State, and Federal laws, rules, and regulations regarding Indian gaming.

9. Investigate any suspicion of wrongdoing associated with any gaming activities, and report any potential criminal violations to Tribal Law Enforcement.

10. Hold hearings on patron and/or employee complaints, in compliance with procedures established in this Statute and other Tribal gaming regulations.

11. Comply with any and all reporting requirements under the IGRA, Tribal-State compact to which the Tribe is a party, and any other applicable law.

12. Promulgate and issue regulations necessary to comply with the Tribe and the NIGC Minimum Internal Control Standards (MICS).

13. Review and approve gaming operation policies and procedures for compliance with Tribal Minimum Internal Control Standards (TMICS) and may require the development of specific policies for the implementation of regulations for the approval by the Commission.

14. Promulgate and issue regulations on the levying of fees associated with gaming license applications.

15. Promulgate and issue regulations on suspension or revocation of gaming licenses for violations of the gaming Statute, or any other Tribal, Federal, or State, if applicable, gaming regulations.

16. Issue citations for violations of the gaming Statute, or any other Tribal, Federal, or State, if applicable, gaming regulations.

17. Adopt a schedule of fines and/or forfeitures as a recommendation that may be imposed by the Court upon the receipt of an admission of guilt or plea of no contest for violations committed. This schedule shall not apply as to penalties assessed by the court after adjudicating a violation where the defendant has entered a plea of not guilty.

18. Perform such other duties the Commission deems appropriate for the proper regulation of the Tribal gaming operation.

19. The Commission shall be authorized to employ such staff and/or consultants as reasonably may be required to fulfill its responsibilities under this Statute subject to

personnel policies approved by Tribal Council.

F. The Commission shall ensure that all records and information obtained as a result of an employee background investigation shall remain confidential and shall not be disclosed to persons who are not directly involved in the licensing process.

1. Information obtained during the course of an employee background investigation may be disclosed to members of management, human resource personnel or others employed by the tribal gaming operation on a need-to-know basis for actions to be taken in their official capacity. This information must be public record and shall not include information from Federal Bureau of Investigation (FBI) records, Law Enforcement Information Network (LEIN) records, or disclose individuals interviewed during the background investigation.

2. This Section does not apply to requests for such information or records from any Tribal, Federal or State law enforcement or regulatory agency, or for the use of such information or records by the Commission in the performance of their official duties to the extent permitted under applicable law.

G. Removal. Members of the Commission can only be removed in accordance with standards and procedures set out in the Commissioner Removal and Nepotism Act (Waganakising Odawak Statute 2001-10), or such successor statute as the Tribal Council may enact.

H. A majority of the Commission shall constitute a quorum. The concurrence of a majority of the members appointed to the Commission shall be required for any final determination by the Commission. The Commission may act in its official capacity even if there are vacancies on the Commission.

I. The Commission shall keep a written record of all its regularly scheduled, special, and emergency meetings, and licensing hearings and meetings.

J. All regulations promulgated under this Statute shall be submitted to Tribal Council for approval.

(Source: WOS 2011-005, February 26, 2011, Section VI)

7.407 GAMING PROHIBITIONS

A. No employee or member of the Gaming Regulatory Commission, employee or member of the Gaming Board of Directors shall be permitted to participate as a player in any game operated within the Facility.

B. With Tribal Council approval, gaming operations employees members of Tribal Council, Tribal Chair, Vice-Chair and members of the Judiciary may participate as a player in any game operated within the Facility shall have their license on them and assessable for review upon request by the Commission, management or security or other such designated individuals.

C. Gaming operations, members of Tribal Council, Tribal Chair, Vice-Chair and members of the Judiciary gaming activity shall be restricted by approved Regulations by Tribal Council.

D. Gaming Regulatory employees shall be barred from participating as a player in any game operated within the facility for a period of one (1) year after their employment terminates unless waiver is approved by the Commission.

E. Unless a different age is set by State Compact, no individual under nineteen (19) years of age may play any game in the Enterprise, nor shall any such person be allowed to loiter or remain in the immediate area in which any such game is being played, provided that individual is not an employee of the enterprise.

F. No credit shall be extended by the Enterprise to any player. This prohibition shall not be construed, however, to prevent players or customers from utilizing bank cards, credit cards, and other forms of personal credit when the credit is guaranteed or extended by an independent financial institution.

(Source: WOS 2011-005, February 26, 2011, Section VII)

7.408 ETHICS

The Tribe recognizes that the duties of the Commission include making important decisions on highly sensitive issues. As such, the Tribe has determined that the Commission shall be held to high ethical standards and shall adhere to the Constitutionally Mandated Rules of Conduct for Officials of Tribal Government that are approved by Tribal Council and any other subsequent Rules, as may apply.

(Source: WOS 2011-005, February 26, 2011, Section VIII)

7.409. COMPLIMENTARY ITEMS FROM THE GAMING ENTERPRISE

A. The use of complimentary items shall be governed by regulations established by the Commission, which shall be in accord with the NIGC MICS, found at 25 C.F.R. § 542.17.

B. Employee, Primary Management Official, Tribal Council member, Tribal Chairperson, Vice-Chairperson, member of the Tribal Judiciary, member of the Gaming Board of Directors or the Commission, shall be authorized to receive complimentary items from the Tribe's gaming enterprise only if it is received as a member of the general public or as a Tribal Citizen. Employee, Primary Management Official, Tribal Council member, Tribal Chairperson, Vice-Chairperson, member of the Tribal Judiciary shall not receive any items associated with promotions, incentives and awards related to gaming activity.

(Source: WOS 2011-005, February 26, 2011, Section IX)

7.410 AUDIT

A. Annual Audit. The Tribe shall cause to be conducted independent audits of gaming operations annually and shall submit the results of those audits to the NIGC. The Tribal Council shall appoint an independent auditor to conduct the annual financial statement audit and minimum internal control testing as required by the LTBB Gaming Regulatory Commission and, in addition to the NIGC, Tribal Council shall receive a copy of the annual audit.

B. Internal Audit. The Commission may employ personnel to conduct the compliance function (internal audit) or the Commission may engage an independent audit firm with the approval of the Tribal Council.

C. All gaming related contracts that result in the purchase of supplies, services, or concessions in excess of $25,000.00 annually, shall be specifically included within the scope of the audit that is described in subsection A. above, except contracts for professional legal, financial and accounting services.

(Source: WOS 2011-005, February 26, 2011, Section X)

7.411 ENVIRONMENT AND PUBLIC HEALTH AND SAFETY

Class II and Class III gaming facilities shall be constructed, maintained and operated in a manner that adequately protects the environment and the public health and safety. The Tribal Council may designate persons or entities other than the Commission to ensure compliance with non-gaming health and safety standards such as building codes, fire safety, etc.
(Source: WOS 2011-005, February 26, 2011, Section XI)

7.412 PATRON DISPUTE RESOLUTION

Patrons who have gaming related complaints against the gaming establishment, a gaming employee, or a management contractor may file a petition for relief with the Commission and the complaint shall be resolved in accordance with procedures adopted by the Commission.

(Source: WOS 2011-005, February 26, 2011, Section XII)

7.413 LICENSING OF EMPLOYEES

A. The Commission shall ensure that the policies and procedures set out in this section are implemented with respect to key employees and primary management officials employed at any class II and/or Class III gaming enterprise. The Commission has the authority to set licensing standards and issue licenses to non-key employees of the enterprise. The application requirements and standards for issuance of non-key licenses will be set out in the regulations promulgated under this Statute and as approved by Tribal Council.

B. Application Forms

1. The following statement shall be placed on all key and primary management official license application forms:

a. "In compliance with the Privacy Act of 1974, the following information is provided: Solicitation of the information on this form is authorized by federal regulations. The purpose of the requested information is to determine the eligibility of individuals to be granted a gaming license

b. The information will be used by Commission and the NIGC members and staff who have need for the information in the performance of their official duties

c. The information may be disclosed to appropriate Federal, Tribal, State, local, or foreign law enforcement and regulatory agencies when relevant to civil, criminal or regulatory investigations or prosecutions, or when pursuant to a requirement by a tribe or the NIGC in connection with the issuance, denial, or revocation of a gaming license, or investigations of activities while associated with a tribe or a gaming operation

d. Failure to consent to the disclosures indicated in this notice will result in a tribe's being unable to license a person in a primary management official or key employee position

e. The disclosure of Social Security Numbers (SSN) is voluntary. However, failure to supply a SSN may result in errors in processing an application

2. The Commission shall notify in writing existing key employees and primary management officials who have not completed an application containing the notices set forth above that they shall either:

a. Complete a new application form that contains both the Privacy Act and false statement notices

b. Sign a statement that contains the Privacy Act and false statement notices

and consent to the routine uses described in that notice

3. The following statement shall be placed on the application form for a key employee or a primary management official:

a. A false statement on any part of an application may be grounds for denying a license or the suspension or revocation of a license. Also, you may be punished by fine or imprisonment, or both.

C. License Fees

The Tribe may charge a license fee, to be set by the Commission and approved by the Tribal Council, to cover its expenses in investigating and licensing required under this Statute.

D. Background Investigations

1. The Commission shall perform background investigations and issue licenses for key employees and primary management officials according to requirements that are at least as stringent as those in those in 25 CFR parts 556 and 558 or any successor or amended federal regulations.

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2. The Commission shall conduct an investigation sufficient to make a determination under Subsection G. below. In conducting a background investigation, the Commission shall keep confidential the identity of persons who provided information during the course of the investigation, i.e. former employers, personal references. The Commission may utilize the Tribe's Law Enforcement Department to take fingerprints and conduct criminal history checks. The criminal history check shall include a check of criminal history records information maintained by the Federal Bureau of Investigation and any other services as are available and appropriate.

E. Fingerprints

Each applicant for a Key Employee or Primary Management Official shall be required to have

fingerprints taken as part of the license application procedure. Fingerprints shall be taken by the Commission or Tribal Law Enforcement. Fingerprints will then be forwarded to the NIGC for processing through the FBI and NIGC to determine the applicant's criminal history, if any.

F. Procedures for Conducting a Background Check on Applicants

1. As part of its review procedure, the Commission may employ or engage a private investigator to conduct a background investigation on each applicant sufficient to allow the Commission to make an eligibility determination under Subsection G. below. The investigator shall:

a. Verify the applicant's identity through items such as a Tribal identification card, social security card, driver's license, birth certificate, or passport

b. Contact each personal and business reference provided in the License Application

c. Obtain a personal credit check

d. Conduct a civil history check

e. Conduct a criminal history check via the submission of the applicant's fingerprints to the NIGC, and further obtain information from the appropriate court regarding past felony and/or misdemeanor convictions and criminal charges within the last ten years or longer if required under the Compact or any applicable law or regulation

f. Inquire into any previous or existing business relationships with the gaming industry and Indian tribes by contacting the entities or tribes

g. Verify the applicant's history and status with any licensing agency by contacting the agency

h. Take other appropriate steps to verify the accuracy of the information,

focusing on problem areas noted

2. The investigator shall create an investigative report noting the steps taken, information gained, potential problem areas, and disqualifying information.

G. Eligibility Determination

The Commission shall review a person's prior activities , criminal record, if any, and reputation, habits and associations to determine if the applicant poses a threat to the public interest or to the effective regulation of gaming, or creates or enhances dangers of unsuitable, unfair, or illegal practices and methods and activities in the conduct of gaming or does not meet such other standards as approved by Tribal Council through Regulations, the Commission shall not license that person in a key employee or primary management official position. The application will include all charges and convictions as required to be disclosed under federal or Tribal law or regulations, or under the terms of a gaming compact that the Tribe is party to. However, the Commission will not consider records expunged or sealed by a Court of law.

H. Procedures for Forwarding Applications and Reports for Key Employees and Primary Management Officials to the NIGC.

1. When a key employee or primary management official begins work at a gaming operation authorized by this Statute, the Commission shall forward to the NIGC a completed application for employment and conduct the background investigation and make the determination referred to in Subsection G. of this Section

2. The gaming operation shall not employ as a key employee or primary management official a person who after 90 days does not have a license

I. Report to the National Indian Gaming Commission

1. The Commission shall prepare and forward a report on each background investigation to the NIGC. An investigative report shall include all of the following:

a. Steps taken in conducting a background investigation

b. Results obtained

c. Conclusions reached

d. The bases for those conclusions

2. The Commission shall forward the completed investigative report to the NIGC within 60 days after an employee begins work or within 60 days of the approval of this Statute by the Chairman of the NIGC.

3. The Commission shall submit, with the investigative report, a copy of the eligibility determination, unless the NIGC shall have advised the Tribe that the submission of the eligibility determination is not necessary. This determination shall include a statement describing how the information submitted by the applicant was verified; a statement of results following an inquiry into the applicant's prior activities, criminal record, if any, and reputation, habits and associations; a statement showing the results of interviews of a sufficient number of knowledgeable people (such as former employers, personal references, and others referred to by the applicant) in order to provide a basis for the Commission to make a finding concerning the eligibility for employment in a gaming operation; and a statement documenting the disposition of all potential problem areas noted and disqualifying information obtained.

4. If a license is not issued to an applicant, the Commission:

a. Shall notify the NIGC if required under federal law or regulation in effect at the time

b. Shall forward copies of its eligibility determination and investigative report (if any) to the NIGC for inclusion in the Indian Gaming Individuals Records System

5. With respect to all employees, and in particular key employees and primary management officials, the Commission shall retain applications for employment and

reports (if any) of background investigations for inspection by the Chairman of the NIGC or his or her designee for no less than three (3) years from the date of termination of employment.

J. Granting a Gaming License

1. If, within a thirty (30) day period after the NIGC receives a report, the NIGC notifies the Tribe that it has no objection to the issuance of a license pursuant to a license application filed by a key employee or a primary management official for whom the Tribe has provided an application and investigative report to the NIGC, the Commission, acting for the Tribe, may issue a license to such applicant.

2. The Commission shall respond to a request for additional information from the Chairman of the NIGC concerning a key employee or a primary management official who is the subject of a report. Such a request shall suspend the 30-day period under Subsection J. 1 of this section until the Chairman of the NIGC receives the additional information.

3. If, within the thirty (30) day period described above, the NIGC provides the Tribe with a statement itemizing objections to the issuance of a license to a key employee or to a primary management official for whom the Commission has provided an application and investigative report to the NIGC, the Commission shall reconsider the application, taking into account the objections itemized by the NIGC. The Commission shall make the final decision whether to issue a license to such applicant.

K. License Suspension

1. If, after the issuance of a gaming license, the Commission receives from the NIGC, or other credible source, reliable information indicating that a key employee or a primary management official is not eligible for a license, the Commission shall suspend/revoke such license and shall notify in writing the licensee of the suspension and the proposed revocation.

2. If the licensee requests a hearing, the Commission shall notify the licensee of a time and a place for a hearing on the proposed revocation/suspension of a license.

3. After a revocation/suspension hearing, the Commission shall decide to revoke or to reinstate a gaming license. The Commission shall notify the NIGC of its decision.

(Source: WOS 2011-005, February 26, 2011, Section XIII)

7.414 APPELLATE REVIEW

Any Appeals of Regulatory decisions shall be decided by the Commission prior to being taken to the Tribal Court.

(Source: WOS 2011-005, February 26, 2011, Section XIV)

7.415 ANNUAL FEES

A. National Indian Gaming Commission Fees

1. The LTBB Gaming Operation shall pay annual fees to the NIGC as established by the NIGC and published in the Federal Register.

2. The fee statement and fees shall be submitted to the NIGC no later than March 1st and August 1st of each calendar year.

3. The statement shall identify an individual or individuals to be contacted in the event that the NIGC needs further communication. Contact information shall be included.

4. The fees payable to the NIGC shall be determined in accordance with federal regulations.

(Source: WOS 2011-005, February 26, 2011, Section XV)

7.416 LICENSES FOR NON-KEY EMPLOYEES.

A. All non-key employees must obtain and maintain in good standing a non-key license issued by the Commission in accordance with standards as set out in approved Regulations by Tribal

Council.

B. A non-key employee cannot be promoted to a key employee position without first obtaining a key-employee license.

C. The application contents and procedures for a non-key license are the same as those for a license under Section XII, except information on non-key employees need not be sent to the NIGC or made available to the State of Michigan.

D. The standards of issuance, suspension and revocation of non-key licenses will be set out in the regulations approved by Tribal Council.

E. The following statement shall be placed on the application form for a non-key employee: "A false statement on any part of your application may be grounds for denying a license or the suspension or revocation of a license. Also, you may be punished by fine or imprisonment, or both."

(Source: WOS 2011-005, February 26, 2011, Section XVI)

7.417 LICENSES FOR VENDORS

A. License Required. Vendors of gaming related services or supplies of $25,000 or more annually must have a vendor license from the Commission in order to transact business with the Tribal gaming operation. Contracts for professional legal, financing and accounting services are excluded from this section.

B. Submission of a Vendor License Application. In order to obtain a vendor license, the business must complete a vendor application and submit to background checks of itself and its principals. Principals of a business include its officers, directors, management, owners, and partners, non-institutional stockholders that either own 10% or more of the stock or are the 10 largest stockholders, and the on-site supervisor or manager under the agreement with the Tribe, if applicable.

C. Contents of the Vendor License Application.

1. Applications for vendor licenses must include the following:

a. Name of business, business address, business phone, federal tax ID number (or SSN if a sole proprietorship), main office address if different from business address, any other names the applicant has done business under, type of service applicant will provide

b. Whether the applicant is a partnership, corporation, limited liability company, sole proprietorship, or other entity

c. If the applicant is a corporation, the jurisdiction of incorporation, and the qualification to do business in the jurisdiction of LTBB or the State of Michigan

d. Trade name, other names ever used, names of any wholly owned subsidiaries or other businesses owned by the vendor or its principals

e. General description of the business and its activities

f. Whether the applicant will be investing in or loaning money to the gaming operation and, if so, how much

g. A description of any existing and previous business relationships with the gaming industry generally, including ownership interests in those businesses

h. A description of any existing and previous business relationships with Indian tribes, including ownership, financial, or management interests in non-gaming activities

i. Names, addresses, and phone numbers of three business references with whom the company had regularly done business within the last five years

j. The name and address of any licensing or regulatory agency with which the business has filed an application for a license or permit related to gaming, whether

or not such license or permit was granted

k. If the business has ever had a license revoked for any reason, the circumstances involved

l. A list of lawsuits to which the business has been a defendant, including the name and address of the court involved, and the date and disposition if any

m. List the business' funding sources and any liabilities of $50,000 or more

n. A list of the principals of the business, their social security numbers, date of birth, addresses and telephone numbers, title, and percentage of ownership in the company, and all criminal convictions in the past 10 years

o. Any further information the Tribe deems relevant

2. The following statement shall be placed on the application form for a vendor and its principals: "Inclusion of false or misleading information in the vendor application, or any altercation of the vendor application form, may be grounds for denial or revocation of the vendor license."

D. Vendor Background Investigation

The Commission may employ or otherwise engage a private investigator to complete an investigation of the vendor. This investigation shall contain, at a minimum, the following steps:

1. Verify of the business' incorporation status and qualification to do business in the jurisdiction where the gaming operation is located.

2. Conduct a check of the business' credit history.

3. Call each of the business references listed in the vendor application, and verify gaming licenses.

4. Conduct an investigation of the principals of the business, including a criminal history check, a credit report, and interviews with the personal references listed

E. Vendor License Fee.

The Tribe may charge a license fee, to be set by the Commission and approved by the Tribal Council, to cover its expenses in investigating and licensing vendors of the gaming operation. LTBB Citizens will not be charged a vendor license fee.

F. The background investigator shall complete an investigative report covering each of the steps taken in the background investigation of the vendor and its principals.

(Source: WOS 2011-005, February 26, 2011, Section XVII)

7.418 MINIMUM INTERNAL CONTROL STANDARDS

A. Little Traverse Bay Bands of Odawa Indians acknowledges its obligation to adopt and implement Tribal Minimum Internal Control Standards (MICS) for the operation of its Tribal gaming operation no less stringent than those found in the federal regulations. The Tribe's TMICS, or as amended, shall be set out in separate regulations to be reviewed and approved by the Tribal Council.

B. Violations of LTBB Tribal Minimum Internal Control Standards shall be reported to gaming operation management.

C. Gaming Operation Management shall be required to respond to TMICS violations stating corrective measures to be taken to avoid recurrence of the violation. Such management responses shall be included in the Final Internal Audit report that will be delivered to Tribal Chair, Tribal Council, LTBB Gaming Regulatory Commission, Gaming Board of Directors and Casino Management.

(Source: WOS 2011-005, February 26, 2011, Section XVIII)

7.419 LICENSE LOCATIONS

The Commission shall issue a separate license to each place, facility, or location on Indian lands where class II and/or class III gaming is conducted under this Statute.

(Source: WOS 2011-005, February 26, 2011, Section XIX)

7.420 AGENT FOR SERVICE OF PROCESS

The Little Traverse Bay Bands of Odawa Indians hereby designates LTBB Tribal Chair as agent for service of process, who may be contacted at:

7500 Odawa Circle
Harbor Springs, MI 49740

(Source: WOS 2011-005, February 26, 2011, Section XX)

7.421 MANAGEMENT CONTRACTS PROHIBITED

Management contracts for management of LTBB gaming enterprises are prohibited by this Statute, even if such contracts would otherwise be allowable under the IGRA.

(Source: WOS 2011-005, February 26, 2011, Section XXI)

7.422 REGULATIONS

Any regulations promulgated or required in accordance with this Statute shall be submitted to Tribal Council for approval.

(Source: WOS 2011-005, February 26, 2011, Section XXII)

7.423 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this Statute is found by a court of competent jurisdiction to violate the Constitution, or laws of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall

be considered to stand alone and to be deleted from this Statute, the entirety of the balance of the Statute to remain in full and binding force and effect.

(Source: WOS 2011-005, February 26, 2011, Section XXIII)

Chapter 5. Gaming Authority Statute

7.501 REPEALS AND REPLACES

This Statute repeals and replaces WOS 2015-09 Gaming Enterprise Board Statute including previous Statutes: Waganakising Odawak Statute Gaming Delegation and Authority Statute 2010-21; 2009-012, WOS 2004-08, WOS 2001-12, or as amended.

(Source: WOS 2018-016, September 13, 2018, By Veto Override, Section I)

7.502 PURPOSE

A. This Statute is created for the purpose of delegating management authority of the Tribe's Gaming Enterprise(s) in accordance with LTBB of Odawa Indians Constitution, Article VII D (24), *"To provide by statute for the management of any and all economic affairs and Enterprises of the Little Traverse Bay Bands of Odawa Indians that will further the economic development of the Tribe or its members. Such statutes will delegate management responsibilities to Tribally chartered corporations or other subordinate Tribal entities, or where appropriate, to the Executive Branch"* and who shall henceforth be known as the Little Traverse Bay Bands of Odawa Indians "Gaming Authority".

B. In accordance with LTBB of Odawa Indians Constitution, Article VII D Tribal Council is charged with the follow power: *"Raise revenue, including the power to enact laws to levy taxes and govern the collection of taxes and license fees*;"

C. The Gaming Authority reports directly to Tribal Council.

D. Since the Gaming Regulatory Commission is under the Executive Branch it would be in appropriate to have the Gaming Authority report to the Executive.

E. The Gaming Authority is a subordinate Tribal entity whose management authority and responsibilities are set forth in this Statute.

F. The Gaming Authority shall ensure that the Gaming Enterprise(s) comply with all applicable laws, regulations, policies and rules.

G. The Gaming Authority shall act in the best interest of the Tribe.

H. The Gaming Authority is to provide Equitable Distribution of profits to the Little Traverse Bay Bands of Odawa Indians Tribal government.

(Source: WOS 2018-016, September 13, 2018, By Veto Override, Section II)

7.503 DEFINITIONS

A. "*Annual Enterprise Business Plan"* means the twelve-month marketing, financial and operations plan written for the gaming operation and related ancillary businesses including short-term and long-term strategies of the Gaming Enterprise by department.

B. *"Annual Capital Asset Plan"* means the planned capital asset purchases for the fiscal year.

C. *"Annual Strategic Plan"* means the analysis and strategies the Gaming Enterprise intends to implement by department in order to meet its financial and operating goals and objectives.

D. *"Business Plan"* means a plan written for the operations of the Casino for a designated timeframe that includes goals, measurable objectives, strategies, tactics, person assigned to the task and timelines.

E. *Director of Finance"* means the person employed by the Enterprises, who reports directly to the Gaming Authority, to oversee all financial affairs of the Enterprises.

F. *"Equitable Distribution"* means a balance between what is provided to the Tribe as a distribution and overall health of the casino operations that includes maintenance, employee morale, and quality customer service.

G. "*Free play wager*" means a non-value promotional consideration afforded a player to participate in a game without requiring the player to place anything at risk.

H. "*Gaming Enterprise"* or *"Enterprises"* means the Odawa Casino Resort, Mackinaw Casino and any other tribally owned Enterprises or businesses related to gaming.

I. *"Fiscal Year"* means the twelve-month period from January through December.

J. *"Gaming"* means any game classified as "Class II" or "Class III" under the Indian Gaming Regulatory Act of October 17, 1988 and or future amendments.

K. *"General Manager"* means the person or persons hired to manage and oversee the day-to-day operations of the Enterprises.

L. *"GAAP" or "General Acceptable Accounting Principles"* means collection of commonly-followed accounting rules and standards for financial reporting.

M. *"Independent Auditor"* is the person or entity required under the LTBB Gaming Regulatory Statute, as amended.

N. *"LTBB"* or *"Tribe"* means Little Traverse Bay Bands of Odawa Indians.

O. *"LTBB Tribal Citizen"* means a person who is a member of the Little Traverse Bay Bands of Odawa Indians Tribe.

P. *"Public"* means Little Traverse Bay Bands of Odawa Indians Tribal Citizens and their immediate family members.

Q. "*Senior Financial Analyst*" means the individual(s) employed by the Tribal Council in the Office of Finance and Revenue, or its successor office or department.

R. *"Tribal Council"* means the governing body of Legislative Branch of the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2018-016, September 13, 2018, By Veto Override, Section III)

7.504 TRIBAL COUNCIL DELEGATION

A. In accordance with the Tribal Constitution, Article VII D (24), Tribal Council delegates the management of the Gaming Enterprises to the Gaming Authority, a subordinate entity of the Tribe that reports to the Tribal Council.

B. The Gaming Authority shall be established with the current members of the Gaming Enterprise Board, provided that the members have an interest in continuance of service and that they meet qualifications as listed in this Statute.

(Source: WOS 2018-016, September 13, 2018, By Veto Override, Section IV)

7.505 COMPOSITION, REQUIRED QUALIFICATIONS, APPOINTMENT AND TERMS

A. COMPOSITION

1. The Gaming Authority shall consist of three (3) to five (5) members who meet the eligibility requirements set out in subsection (B) of this section.

2. A majority of the members of the Gaming Authority shall be LTBB Tribal Citizens. Members of another tribe or non-tribal may fill the other positions on the Gaming Authority.

3. If an LTBB Tribal Citizen's term expires, they shall remain on the Gaming Authority until a successor is appointed. In all other cases, if the term expires then the appointment will end.

4. The Gaming Authority shall have three (3) officers including a Chairperson, Vice Chairperson and Secretary/Treasurer. The officers are elected and approved by the Gaming Authority. Election of Officers shall be held annually.

B. REQUIRED QUALIFICATIONS

To serve on the Gaming Authority a person must meet the following:

1. Must be licensed under the Tribe's Gaming Regulatory Ordinance.

2. Must possess one of the following educational or experience qualifications:

a. Possesses a Degree in Business Administration, Finance, Hospitality or a related discipline; or

a. A minimum of three (3) years successful work experience in a management position in the field of business administration, public administration, gaming industry, hotel management, accounting, finance or law; or

b. A minimum of six (6) years of gaming work experience preferably with specialized knowledge and expertise relevant to the gaming industry.

3. Possesses leadership qualities, shows good judgment, is approachable and team oriented;

4. No person can serve on the Gaming Authority who is an elected official of LTBB;

5. No person can serve on the Gaming Authority who is employed by any Gaming Enterprises of LTBB or LTBB's direct competitor. A direct competitor is an entity that is

competing for the same market as LTBB's Gaming Enterprises.

6. No person shall serve on the Gaming Authority who is within seven (7) years of completion of a sentence or probation upon being convicted of a felony in Tribal, State, or Federal Court, unless such conviction has been vacated or overturned;

7. No person shall serve on the Gaming Authority who is on a Security Ban from the Gaming Enterprise or who has been banned in the last two (2) years, unless the ban is a self-imposed ban;

8. No person shall serve on the Gaming Authority if there is a direct employment relationship with another Gaming Authority member, or Regulatory Commission or staff, in either a direct report or supervisory position.

C. APPOINTMENTS & TERMS

1. Gaming Authority members who meet the qualifications, shall be approved by a majority vote of Tribal Council for a one (1) to four (4) year term. Positions will be approved on a staggered calendar. If a vacancy occurs during a term, every effort will be made to appoint another candidate to serve the remainder of the term.

2. Any Gaming Authority member may resign at any time. Such resignation will be in writing and submitted to the Gaming Authority Chair. The Gaming Authority Chair will immediately give notification to Tribal Council. If the person resigning is the Gaming Authority Chair, the resignation will be submitted directly to Tribal Council. Resignations shall take effect immediately without acceptance.

3. The Gaming Authority may recommend to Tribal Council the removal of a Gaming Authority member for cause. Such recommendation shall be by a majority vote of the Gaming Authority, using the following criteria:

A. Intentional act or failure to act resulting in material harm to the organization.

B. Found liable of discrimination based on protected classes or of sexual harassment.

C. Incompetency.

D. Violation of the Constitutionally Mandated Rules of Conduct or other Ethical violations.

E. Neglect of duties.

F. Violations of Tribal law.

G. Violations of Gaming Authority Policy.

H. Failure to attend Gaming Authority meetings within a consecutive three (3) month period.

4. Gaming Authority members may be removed by a majority vote of Tribal Council for any of the criteria listed in 3 above. Prior to any vote for removal, the Gaming Authority member has the right to request a hearing before Tribal Council.

(Source: WOS 2018-016, September 13, 2018, By Veto Override, Section V)

7.506 COMPLIANCE RESPONSIBILITY

A. The Gaming Authority shall adhere to the Constitutionally Mandated Rules of Conduct for Officials of Tribal Government that are approved by Tribal Council and any other subsequent rules, as it may apply.

B. The Gaming Authority shall adhere to the Tribal Minimal Internal Control Standards (TMICS) and all other applicable Statutes and laws.

C. The Gaming Authority shall ensure that all "*Free play wager*" must be accounted for separately from revenue; and shall never be included as revenue in any revenue report.

D. The Gaming Authority shall adhere to all applicable Policies and Procedures approved by the Tribal Council.

E. No member of the Gaming Authority shall be allowed to participate in any gaming activity operated by LTBB while serving on the Gaming Authority and for at least forty-five (45) days after leaving the Gaming Authority.

F. No member of the Gaming Authority shall be employed by the Enterprise for a period of forty-five (45) days after serving on the Gaming Authority.

G. Upon notice of an investigation of a Gaming Authority member's license, the Gaming Authority member shall be suspended from participating on the Gaming Authority and all pay will be suspended.

(Source: WOS 2018-016, September 13, 2018, By Veto Override, Section VI)

7.507 POWERS, DUTIES AND FUNCTION

A. POWERS. The Gaming Authority shall have the following duties and powers in connection with the Gaming Enterprise:

1. Employment. The Gaming Authority shall employ a General Manager through an employment contract. The employment contract shall contain the following terms: length of employment; rate of pay; bonus structure; general terms and conditions of employment; and the requirement to adhere to all tribal laws. The General Manager shall be required to be licensed by the Gaming Regulatory Commission.

2. Evaluation, Suspension, or Termination of the General Manager. The Gaming Authority may evaluate, suspend with or without pay or terminate the General Manager's employment prior to the expiration of his or her contract.

3. Through policy and procedures, address employee and/or customer complaints that involve the General Manager.

4. **Vacancy.** The Gaming Authority shall have a policy in place in the event that there is a vacancy in the General Manager's position. Such policy shall utilize one or more of the executive management of the operation.

5. To employ staff to carry out the Gaming Authority's functions, provided funding is available.

6. To employ or retain consultants and/or legal counsel to advise the Gaming Authority, provided funding is available. Per the Constitution, employment of legal counsel shall be approved by Tribal Council.

7. Report to Tribal Council, all major events such as closure of the casino, levied fines, resignation of a Gaming Authority member, loss of Gaming Authority member's license, hiring or termination of the General Manager, and/or any other information having a direct impact on Gaming Enterprise operations.

B. DUTIES AND FUNCTIONS

1. The duties of the Gaming Authority shall include review and approval of Gaming Enterprise policies, procedures, plans and budgets which shall include, but not be limited to:

a. Human Resources policies. Any Human Resources policy adopted by the Gaming Authority shall include a standard process for all employees that provides for the right to grieve a termination;

b. Annual Enterprises Business plan;

c. Annual operating budget and any modifications. Variances of four percent (4%) or more shall be reported to Tribal Council;

d. Distribution of annual services payments to the Tribal Government.

2. The Gaming Authority shall monitor compliance of the approved policy and procedures through the General Manager but shall not be involved in the day-to-day decision-making process of the Gaming Enterprises and it operations. Any Gaming Authority approved policy shall be reported to Tribal Council and upon request copies shall be made available to Tribal Council.

3. Review and approve the establishment and maintenance of bank accounts as may be necessary for the operations of the Enterprises. The Senior Financial Analyst shall be made aware of any changes to the bank accounts. The Senior Financial Analyst shall access to all bank accounts, with "read only permission" access.

4. The Gaming Authority shall be responsible for maintaining regular reporting and accountability to both the Tribal Council and the Tribal Citizens through the development of appropriate financial reporting.

5. The Gaming Authority is not authorized to incur any financial obligation or liability, other than what is in the Gaming Authority's approved budget, without prior Tribal Council approval.

6. The Gaming Authority shall present an annual budget to the Tribal Council via the Appropriation and Finance Committee for approval. Such proposed budget shall be submitted in a timely manner so that the fiscal year's budget is in place by the beginning of the fiscal year.

7. The Gaming Authority shall adopt meeting policies and any other policies for Gaming Authority business, provided such policies are in accordance with this Statute.

8. The Gaming Authority is authorized to operate, including entering into contracts to aid in the operation of, off-reservation on-line sports betting and gaming as may be authorized by Michigan law, and to apply for and maintain, or assist the Tribal government to apply for and maintain, any necessary State licenses. The Gaming Authority may, in its discretion form a sub-entity such as an LLC to carry out this duty.

(Source: *For Section VII(B)(8)* WOS 2020-011, May 4, 2020, Section VII)
(Source: WOS 2018-016, September 13, 2018, By Veto Override, Section VII)

7.508 MEETINGS

A. The Gaming Authority shall meet in person at least once per month, and the agenda shall include a time for public comment. Such meeting will be held within the LTBB reservation and open to Tribal Citizens.

B. Closed Sessions may be held only for the purposes of personnel, litigation, confidential business or legal matters; or matters that rise to the level of significant privacy or confidentiality. Tribal Councilors or Tribal Council's designee may attend closed sessions, except for personnel matters, as observers only.

C. Minutes shall be taken and posted.

D. Each meeting shall contain a public comment period that will be open only to the public as defined by the Open Meetings Statute.

E. Notice of meetings or work-sessions shall be posted forty-eight (48) hours in advance.

F. Gaming Authority business that requires immediate attention may be conducted by electronic means. Any action taken via electronic means shall be recorded in the minutes of the next regularly scheduled meeting. The Gaming Authority Secretary/Treasurer or designee shall attempt to notify each of the Gaming Authority members of the electronic communication or conference call by any practical means including telephone, fax, email, text or in person and must certify that an attempt was made to contact each Gaming Authority member.

G. Emergency meetings may only be called when immediate action is necessary for the preservation or promotion of essential interests of the Tribe and Enterprises. The emergency action taken must be ratified at the next regularly scheduled meeting of the Gaming Authority, and the minutes must state the reason that such emergency action was necessary.

H. A quorum for a Gaming Authority meeting shall consist of a majority of the members who are currently serving on the Gaming Authority. A meeting may not be called to order without a quorum present and no official business shall be conducted without a quorum.

I. Gaming Authority records shall be open to Tribal Citizens upon request in accordance with Tribal law, except in matters of confidential business, or potential business dealings as defined by Tribal Statute.

(Source: WOS 2018-016, September 13, 2018, By Veto Override, Section VIII)

7.509 COMPENSATION

A. The Gaming Authority shall be compensated, subject to the availability of funds, as follows:

1. Four Hundred dollars ($400.00) meeting stipend, with a maximum monthly meeting stipend of $800.00 a month. In order to receive the meeting stipend, the Gaming Authority member must be in attendance at least for ¾ of the meeting.

2. Meeting stipends shall not be paid for other activities such as attendance at events, trainings, or conferences.

3. Expenses for travel for meetings, training and conferences shall include per diem and reimbursement of expenses in accordance with the Tribal Council approved Travel policies.

(Source: WOS 2018-016, September 13, 2018, By Veto Override, Section IX)

7.510 REQUEST FOR INFORMATION

A. If the Gaming Authority as a whole or individually makes any written or verbal requests to an individual Tribal Councilor, all of Tribal Council will be copied on the request.

B. If an individual Tribal Councilor makes any written or verbal requests to the Gaming Authority or Gaming Authority member, all of Tribal Council will be copied on the request.

C. Any verbal communications or requests to or from the Gaming Authority to a Tribal Councilor shall be reported by the Tribal Councilor under the "Tribal Council Member Report" on the next Tribal Council agenda.

D. Tribal Council also designates the Senior Financial Analyst the authority to request, on behalf of a Councilor or Tribal Council, any financial information. All of Tribal Council will be copied on the written requests, along with the responses. Any verbal requests shall be reported by the Senior Financial Analyst at the next Tribal Council meeting.

(Source: WOS 2018-016, September 13, 2018, By Veto Override, Section X)

7.511 REPORTING REQUIREMENTS

A. Monthly Reports. The Gaming Authority shall provide Tribal Council a monthly report that contains the following and shall be submitted to the Tribal Council within thirty (30) days from the end of the prior month:

1. Property Overview: report on all maintenance and cap ex projects

2. Marketing and promotions

3. Operational Updates

4. Human Resources

5. Financial Review

6. Actual revenues

7. Expenses and earnings before Interest Taxes, Depreciation and Amortization (EBITA) for the preceding month (actuals), current month (projection) and not less than two (2) months in advance (forecast) based on Annual Enterprise Business Plan

8. The number of employees, number of Tribal Citizens, other Natives and non-Natives employed, and turn-over-rate, number of Tribal Citizens in management positions, Native or non-Native employed in management positions

9. Request of new development and/or capital projects

10. All other relevant information.

B. Director of Finance Monthly Financial Report. The Director of Finance shall provide a monthly report of all Gaming Enterprises financial records, in accordance with GAAP, to the General Manager, the Gaming Authority, Tribal Council, and the Sr. Financial Analyst. The Monthly report shall contain confidential Financials for each Gaming Enterprise owned by the Tribe and shall be submitted to the Tribal Council within twenty (20) days from the end of the prior month.

1. Managerial

2. Gaming

3. Hotel

4. Food and Beverage

5. Gift Shop and Events Center

6. Marketing

7. Support Services

8. Annual Service Payments

9. Casino Performance Ratios

10. Sales Comparison chart

11. EBITDA Comparison chart

12. Current Actual vs. Prior Year vs. Budget

13. Statement of cash flows

14. Actual vs. Budget vs. Last Year for each Department

15. Notification of budget modifications or amendments over a 4% change, either increase or decrease of a department budget

16. Promotional play

17. Profit Statements, Loss Statements and Equity Statements submitted under separate cover.

C. Quarterly Report. On a quarterly basis, the Gaming Authority shall provide Tribal Council and the Senior Financial Analyst the projected and forecasted revenues. Additionally, on a quarterly basis or upon request of Tribal Council, the Gaming Authority will meet with the Tribal Council and provide an update on operations of the Gaming Enterprise and shall provide input for the determination of what amount shall be considered an Equitable Distribution. Based on these discussion, Tribal Council shall determine the amount of Equitable Distribution that the Gaming Authority shall provide as profits to the LTBB Tribal government.

D. Annual Report. By March 31st of each year, the Gaming Authority shall prepare and deliver to Tribal Council an annual report and an audited financial statement, including a statement of cash flows, balance sheet and an income statement, including comparative figures from the preceding fiscal year. Also, a meeting will be scheduled within forty-five (45) business days from the end of the Fiscal Year, for Tribal Council to meet with the full Gaming

Authority, the General Manager and the OCR Executive Team to review the preliminary finances of the past year and discuss plans for the upcoming year.

E. Independent Audit. The Tribal Council shall appoint an independent auditor to conduct the annual financial statement audit and minimum internal control testing as required by 25 C.F.R. §§ 522.4 and 571.12 and any other applicable or successor Federal regulations. A Copy of the Audit shall be submitted to the following:

1. The Gaming Authority

2. Tribal Council

3. Sr. Financial Analyst

4. LTBB Chief Financial Officer

F. Delivery Method of Reports. The Reports may be transmitted electronically to the following emails: Tribal Council TribalCouncil@ltbbodawa-nsn.gov, and Senior Financial Analyst email.

(Source: WOS 2018-016, September 13, 2018, By Veto Override, Section XI)

7.512 NEPOTISM

A. For Purposes of this Statute, two (2) or more members of the same immediate family shall not serve on the Gaming Authority at the same time. Further, a person shall not serve on the Gaming Authority if the General Manager, CFO, Internal Auditor, Tribal Chairperson or Vice-Chairperson, or a Tribal Councilor is an immediate family member. For purposes of this section immediate family means husband, wife, son, daughter, step-son, step-daughter, father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, child, step-child.

B. No Gaming Authority member may participate in making any decision that involves a personal or financial interest of the Gaming Authority or a member of his or her immediate family, unless interest is held in common with the Tribe and its Citizens.

(Source: WOS 2018-016, September 13, 2018, By Veto Override, Section XII)

7.513 SAVING CLAUSE

In the event that any phrase, provision, part, paragraph, subsection, or section of this Statute is found by a court of competent jurisdiction to violate the Constitution, laws or ordinances of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2018-016, September 13, 2018, By Veto Override, Section XIII)

7.514 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the Statute, then upon Tribal Council override of the veto.

(Source: WOS 2018-016, September 13, 2018, By Veto Override, Section XIV)

7.515 OTHER RELATED STATUTES

See Waganakising Odawak Statute 2011-005 “Gaming Regulatory Statute”,
Waganakising Odawak Statute 2013-007 “Contracting Statute”, or as may be amended.

(Source: WOS 2018-016, September 13, 2018, By Veto Override, Section XV)

Chapter 6. Investment Statute

7.601 PURPOSE

It is the purpose of the Little Traverse Bay Bands of Odawa Indians (LTBB) to invest its funds in keeping with the Investment Policy Statement (IPS) of the Tribe and to comply with any applicable federal laws or regulations regarding federal program monies received and administered by the Tribe. This statute repeals and replaces WOS 2000-13, WOS 2007-002 and WOS 2009-015.

(Source: WOS 2012-012, September 9, 2012, Section I)

7.602 DEFINITIONS

A. "Registered Investment Advisor" means any person or group that makes investment recommendations or conducts securities analysis in return for a fee, whether through direct management of client assets or via written publications and who is registered with the Financial Industry Regulatory Authority.

B. "Investment Manager" means a person or, more often, a bank or business who controls an investment portfolio on behalf of a client. Investment managers make investment decisions on behalf of the client in accordance to the parameters set by the client in the Investment Policy Statement (IPS). The goal is to make the most profit for the client as possible within the parameters set in the IPS. Some investment managers have more autonomy than others, depending upon the client's needs and desires. Institutional investment managers normally hire a team to work on the different accounts it has under management. Unlike brokers, investment managers are not paid on commission, but rather by a percentage of the total amount of money under management. This gives the investment manager an incentive to work for the client's profit, as the more money the manager accumulates, the more the manager makes.

C. "Market Cycle" means the time period between the two latest highs or lows of the S&P 500 Index, showing net performance of a fund through both an up and a down market.

D. "Index" means a recognized grouping of securities used to measure the general performance of a market or market sector.

(Source: WOS 2012-012, September 9, 2012, Section II)

7.603 INVESTMENT ADVISOR

A. The Tribal Council or its designee retains a Registered Investment Advisor for the following:

1. Assist the Tribe in strategic investment planning for the Tribes assets by providing assistance in developing an Investment Policy Statement, an asset allocation strategy, and portfolio structure.

2. Provide written performance measurement reports on a quarterly basis.

3. Assist the Tribal Council or its designee in its selection of investment strategies.

4. Meet with the Tribal Council or its designee biannually to assist it review the last six months investment performance and consider whether any changes or other actions are called for with respect to the investment portfolio.

B. The Registered Investment Advisor is prohibited from disseminating advice known to be deceitful or fraudulent and from acting as a principal on their own accounts by buying and selling securities between themselves and a client without prior written consent.

(Source: WOS 2012-012, September 9, 2012, Section III)

7.604 INVESTMENT POLICY STATEMENT

A. Tribal Council or its designee shall acquire assistance from persons with a financial background to formulate an Investment Policy Statement in order to implement an investment plan.

B. Tribal Council shall adopt an Investment Policy Statement (IPS) that sets forth a plan for the management of the assets and is used to direct and communicate the activities of the portfolio.

C. This IPS will serves as a formal, long-range, plan that allows Tribal Council or its

designee to coordinate the management of the investment program in a logical and consistent framework and outlines the goals and investment objectives of the Tribe.

D. The IPS will be reviewed by Tribal Council as needed. All Tribal Investment Policy Statement and updates shall be submitted to Tribal Council for approval prior to its implementation.

E. The Investment Policy Statement shall include but not be limited to the following:

1. An assessment of the amount of risk the Tribe is willing to accept according to the then current and expected future economic conditions to determine the Fund or Funds risk tolerance level and the classes of investments that are allowed.

2. A determination of the proportionate amount (percentage) of investments (assets) the Tribe will allocate toward equities and fixed income investments and the amount of investment loss the Tribe is willing to accept. An example would be a loss of five percent (5%) on a ten (10) million dollar investment would be five hundred-thousand dollars ($500,000). When the amount of loss is reached, some stock (equity) funds should be rebalanced toward more secure investments. When it is believed that the market has stabilized and a bottom has been reached, the allocation between equities should be increased in relation to fixed income investments in keeping with the Investment Policy Statement, and in consultation with the investment manager.

3. Establishing reasonable short term and/or long term investment objectives and define the length of time for each period as well as outlining the Tribes goals and guidelines for the Investments as outlined in the IPS. The major component of the Investment Policy Statement is identifying which investment classes are permitted and the allocation of these assets among various security classes to diversify into different investments that are not positively correlated with one another. The IPS will address further considerations for investment for these investment classes including diversification, quality and marketability and concentration by Issuer.

4. The Investment Policy Statement will need to be reviewed and possibly revised from time to time to ensure that it continues to reflect the Tribe's attitudes, expectations

and objectives.

5. The Tribe in its discretion may invest the funds in Tribal Enterprises offering a significant rate of return for the risk associated with the investment as long as the estimated return is greater than the five (5) year risk-adjusted return on the investment portfolio.

(Source: WOS 2012-012, September 9, 2012, Section IV)

7.605 FUNDS

A. The Tribal Council or through its designee is hereby authorized to purchase or sell investment tribal funds in accordance with the Tribes Investment Policy Statement.

B. This Statute applies to all financial assets of LTBB including, but not limited to, funds derived through federally funded contracts and programs, such as The Indian Self-Determination & Education Assistance Act (Public Law 93-638) contract monies and Native American Housing Assistance Self Determination Act grants, and funds derived from LTBB enterprises. These assets are accounted for in various bank accounts held in the name of LTBB.

C. When making and administering investments under the authority of this Statute, funds received under a specific federal contract or grant, or from any other government or private funding source for specific purposes, must be individually invested for the short-term and accounted for, and shall not be co-mingled with any other funds. Such funds must be invested in a manner that ensures their availability for expenditure as set out in the contract or grant documents. Short term guaranteed preservation of principal is essential for such funds.

D. Tribal General Funds, including those derived from the enterprises and any other federal fund revenue sources shall be invested in a diversified manner designed to meet both the short and long term financial needs of LTBB as outlined in the Tribe's Investment Policy Statement. The Executive shall review the annual budget approved by the Tribal Council to calculate the estimated thirty (30) day, bi-annual and annual cash flows necessary to support LTBB operations and capital needs and update the calculations on a monthly basis. This information will be provided to Tribal Council as set forth in this section, or as requested by Tribal Councilor or its

designee and will be utilized to determine the amount of funds that can be set aside for short term and longer term investments.

(Source: WOS 2012-012, September 9, 2012, Section V)

7.606 INVESTMENTS GENERAL GUIDELINE

A. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. Any asset fees and third party analysis fees incurred in making investments shall be paid with income from such investments.

B. Any investment plan used to implement the Investment Policy Statement will be approved by Tribal Council or its designee.

C. When investments are doing well and their proportionate percentage amount of the total portfolio have increased to greater than the allocation plan, as stipulated in the Investment Policy Statement, then the additional value from those funds should be sold and the profits should be reallocated to other investments to rebalance the plan into a position of policy compliance. A market decline cannot be predicted however if one occurs, funds may be liquidated as outlined in the IPS.

D. Hire or retain a financial expert that is a registered representative that works for a managed asset fee and not a sales commission. This expert should monitor the Tribe's investment accounts at least monthly to determine risk and diversification in accordance with the Tribes Asset Allocation Plan as spelled out in the Investment Policy Statement. The Tribal Council or its designee may use an in-house expert, if available to monitor its portfolio's monthly portfolio performance as well via monthly financial statements provided by the investment manager.

E. A review of the Investment Manager's practices, process management systems, risk, performance and management fees shall be audited by an independent, global assessment and certification organization at least each three (3) year period (timed to match an average 3-5 year

market cycle) to assure the Tribe's assets are invested according to the Tribe's Investment Policy Statement, to determine if the existing Investment Manager is meeting its fiduciary responsibility to the Tribe and to determine if the firm's management fee remains reasonable and competitive with other Certified Investment Managers.

F. Nothing above may preclude the Tribal Council from conducting its own independent determination of whether the investment manager is meeting their fiduciary responsibilities to the Tribe. The Tribal Council may require an extra level of scrutiny, or consider termination, of an investment manager based on factors such as:

1. Any material event that affects the ownership or capital structure of the investment management firm, or the management of this account.

2. Any legal or regulatory action taken against the manager.

3. Any material servicing deficiencies, including failure to communicate in timely fashion significant changes as outlined in the IPS.

4. Violation of the terms of the contract or changes to an agreed upon services without prior written approval of Tribal Council or its designee.

5. Significant style drift from the intended investment style that the manager was engaged to implement.

6. Lack of diversification.

G. The Tribal Council shall approve the Investment Manager selection and termination criteria which shall be based on the three year professional review above. If a determination is made to change the investment manager then a minimum of three (3) potential Investment Firm candidates shall be selected to submit their proposals via an RFP selection process which evaluates such factors as:

1. Influence of existing manager on selection of assets.

2. Compliance history.

3. Short term and long term performance with more emphasis put on long-term performance.

4. Investment Style.

5. Focus on a systematic process that is appropriate for the organization as outlined in the Tribe's IPS.

6. Other factors as recommended from the Tribal Council or its designee and agreed upon by the Tribal Council.

(Source: WOS 2012-012, September 9, 2012, Section VI)
(Source: WOS 2012-021, December 2, 2012, Section VI(F)(4))

7.607 PROHIBITED INVESTMENTS AND USES.

A. The Tribal Council or its designee shall not invest any Little Traverse Bay Bands of Odawa Indians funds contrary to the funds approved for investment as outlined in the Tribe's IPS.

B. The Tribal Council will not be permitted to utilize the investment funds or future profits (cash flow) as collateral for a loan.

C. The funds that have been invested can only be withdrawn or expended by prior approval of Tribal Council. There is no dollar or percentage limit on the maximum amount of funds that can be liquidated by the Tribe.

(Source: WOS 2012-012, September 9, 2012, Section VII)

7.608 REPORTING

A. The Investment Manager should be available on a reasonable basis for telephone communication when needed.

B. The Investment Manager must provide the following reports to the Tribal Council, its designee and the respective firm or person monitoring the Investment Manager including:

1. Monthly detail of all account transactions.

2. Written quarterly performance evaluation reports to illustrate the risk/return profile of the various investments contained within the entire account and the chosen asset classes and how it correlates to the Tribe's IPS.

3. Semi-annually the investment manager will meet in person with the Tribal Council, its designee and the respective firm or person monitoring the Investment Manager to review the last six months performance through June 30th and December 31st of each calendar year.

C. The investment performance of the total portfolio and equity and fixed income segments (both in terms of return and risk) will be measured against commonly accepted benchmarks such as "Indices" as outlined in the IPS. Consideration shall be given to the extent to which the investment results are consistent with the investment objectives, goals and guidelines as set forth in the IPS.

(Source: WOS 2012-012, September 9, 2012, Section VIII)

7.609 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2012-012, September 9, 2012, Section IX)

7.610 EFFECTIVE DATE

Effective upon the signature of the Executive, or 30 days from submission to the Executive

Branch, or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2012-012, September 9, 2012, Section X)

Chapter 7. Hotel Room Tax

7.701 PURPOSE

The purpose of this Statute is to raise revenues for the Little Traverse Bay Bands of Odawa Indians through the imposition of a LTBB use tax on rooms rented to non-LTBB members at Tribally owned facilities.

(Source: WOS 2003-04, May 18, 2003, Section I)

7.702 DEFINITION

For purpose of this Statute "**Hotel**" means any facility wholly owned by the Little Traverse Bay Bands of Odawa Indians that offers rental lodging to members of the public and is exempt from imposition of Michigan sales or use tax on rooms under the Tax Agreement executed on December 20, 2002, or any successor agreement.

(Source: WOS 2003-04, May 18, 2003, Section II)

7.703 ROOM TAX

A. The Little Traverse Bay Bands of Odawa Indians imposes a 6% use tax on the price of Hotel rooms rented to non-LTBB members. This tax shall be separately itemized and accounted for in the total charge to such patrons, and placed in such accounts as directed by the LTBB Tribal Council.

B. The Odawa Casino Resort may exempt representatives of Other Governments and Non-profit Organizations from this tax when lodging for official business purposes on behalf of such government or organization.

C. For purposes of this Statute "Other Governments" means Indian tribal governments other than LTBB, state governments, and the federal government, including their agencies and subdivisions. "Non-profit Organizations" means entities organized and formally certified as such under the laws of LTBB or other governments.

(Source: WOS 2010-005, March 21, 2010, Section II)

7.704 USE OF FUNDS

The funds collected under the authority of this Statute shall be used by the Tribal Government for discretionary use as determined by Tribal Council.

(Source: WOS 2003-04, May 18, 2003, Section IV)

7.705 EFFECTIVE DATE

This Statute takes effect immediately and in the event any Hotels have collected a sales tax after March 1, 2003, all such tax shall be disbursed to the Tribe in accordance with this Statute.

(Source: WOS 2003-04, May 18, 2003, Section V)

Chapter 8. Odawa Economic Development Management

7.801 PURPOSE AND TITLE

A. Purpose. The Little Traverse Bay Bands of Odawa Indians (the "Tribe") exercises powers of self-government over its Citizens and territory. In accordance with Article VII (D) (4), the purpose of this Statute is to govern the issuance of the Little Traverse Bay Bands of Odawa Indians charter of incorporation for economic purpose, to provide for the management of the non-gaming, economic affairs and to delegate such management to a Tribally chartered corporation in accordance with Article VII (D) (24) and regulate such tribally chartered

corporation activities in accordance with Article VII (D) (4).

B. Short Title. This Statute shall be known and cited as the "Economic Management Statute."

(Source: WOS 2009-24, July 26, 2009, Section I)

7.802 DEFINITIONS

A. "*Gaming Commercial Enterprises"* means the Odawa Casino Resort and ancillary enterprises and activities, including the Odawa Casino Resort, related hotel and restaurant services, of the Tribe located in Petoskey, Michigan, wherein the Tribe operates Class II and Class III gaming to generate governmental revenue for the Tribe pursuant to the Indian Gaming Regulatory Act.

B. *"Non-gaming Economic Affairs"* means economic development enterprises and activities not related to the gaming commercial enterprises.

C. "*Territorial Jurisdiction of the Little Traverse Bay Bands of Odawa Indians"* means *"areas referenced in Public Law 103-324, 25 USC Section 1300k-2(b)(2)(A) as the boundaries of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat.621."* Little Traverse Bay Bands Constitution, Article V(A)(1)(a).

D. *"Tribe"* or *"LTBB"* means the Little Traverse Bay Bands of Odawa Indians.

E. *"Tribal Constitution"* means the Little Traverse Bay Bands of Odawa Indians Constitution as adopted by its membership on February 1, 2005.

F. *"Tribal Council"* means the elected body of nine (9) Tribal members of Little Traverse Bay Bands of Odawa Indians with duties found in the Tribal Constitution Article VII. "Tribal Council".

(Source: WOS 2009-24, July 26, 2009, Section II)

7.803 CREATION OF THE ODAWA ENTERPRISE MANAGEMENT, INC. CORPORATE CHARTER

A tribally charted corporation is authorized by this Statute and shall be named the "Odawa Economic Development Management, Inc." The organization is recognized by the approval of the tribal corporation charter; "Odawa Economic Development Management, Inc" by Tribal Council.

(Source: WOS 2009-24, July 26, 2009, Section III)

7.804 SCOPE OF ACTIVITIES

A. The Odawa Economic Development Management, Inc. is authorized to conduct enterprise activities at the following locations:

1. Commercial site located at 1966 US 131 South, Petoskey, Michigan.
2. Commercial site located at 1020 S Nicolet St, Mackinaw City, Michigan
3. Other such properties, enterprises or activities as designated and approved by Tribal Council.

B. The Odawa Economic Development Management, Inc. shall be assigned those assets as existed and are currently within the designated commercial sites including real property, tangible and intangible properties. Such assets shall be held by the Odawa Economic Development Management, Inc. on behalf of the Tribe and shall be managed to provide long term revenue for Tribal governmental programs and activities. The assets assigned in this Statute shall be independently managed by the Odawa Economic Development Management, Inc.

(Source: WOS 2009-24, July 26, 2009, Section IV)

7.805 MANAGEMENT; STRUCTURE AND FUNCTION

A. The Odawa Economic Development Management, Inc. shall have sole authority and responsibility for managing the Odawa Economic Development Management, Inc. and related

enterprise, in accordance with the policies, Statutes, Resolutions, regulations as approved by Tribal Council.

B. The Odawa Economic Development Management, Inc. shall abide by all tribal and federal laws and regulations as may be applicable.

C. It is the duty of the Odawa Economic Development Management, Inc. to monitor activities and operations to provide guidance to the management of the operations.

D. It is the duty of the Odawa Economic Development Management, Inc. to protect assets of the Tribe and generate revenues to support Tribal Governmental Services and Programs.

(Source: WOS 2009-24, July 26, 2009, Section V)

7.806 REPORTING TO TRIBAL COUNCIL

In order to regulate, the Odawa Economic Development Management, Inc. shall report to the Tribal Council on the following information regarding the Odawa Economic Development Management, Inc. and at the regularly scheduled Tribal Council Meetings or such special meetings as requested by the Tribal Council, at least quarterly or as requested:

A. Annual operating plan;

B. Financial performance measures;

C. Audits, whether internal or external;

D. Financial records or statements;

E. Tribal Council may request reports regarding all aspects of the Odawa Economic Development Management, Inc.

(Source: WOS 2009-24, July 26, 2009, Section VI)

7.807 FINANCING OF THE ODAWA ECONOMIC DEVELOPMENT MANAGEMENT, INC. AND ACTIVITIES

A. The annual budget for the Odawa Economic Development Management, Inc. shall be approved by Tribal Council in accordance with an approval process as designated by the Tribal Council.

B. Tribal Council approval is required for borrowing of funds. The Odawa Economic Development Management, Inc. is not authorized to enter into financing approval without prior ratification by the Tribal Council.

(Source: WOS 2009-24, July 26, 2009, Section VII)

7.808 SAVING CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws, ordinances or statutes of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2009-24, July 26, 2009, Section VIII)

7.809 EFFECTIVE DATE

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2009-24, July 26, 2009, Section IX)

Chapter 9. Repeal of Waganakising Odawa Development, Inc.

7.901 FINDINGS AND REPEALED

The entity of the Waganakising Odawa Development, Inc. are no longer applicable to the current organization of the Little Traverse Bay Bands of Odawa Indians tribal government and WOS 2010-006, Waganakising Odawa Development, Inc. along with its Corporate Charter are hereby repealed in its entirety.

(Source: WOS 2014-016 Repealed 2010-006, November 6, 2014 Section I)

7.902 DISSOLUTION OF ASSETS

All assets of the Corporation shall be distributed as follows:

1. Any property held upon an express condition requiring its return, transfer or other disposition shall be distributed accordingly;

2. Any property or assets required to be distributed or transferred in any manner according to federal law shall be distributed or transferred accordingly;

3. Tribal Council approves the payment for any claims of creditors and

4. Any remaining assets shall be transferred to the Tribe's general fund.

(Source: WOS 2014-016 Repealed 2010-006, November 6, 2014 Section II)

7.911 EFFECTIVE DATE

Effective upon signature of the Executive or shall be deemed enacted if not expressly vetoed by the Executive within thirty (30) days of submission. The Tribal Council may, by an affirmative vote of seven (7) members of the Tribal Council, override a veto by the Executive.

(Source: WOS 2014-016 Repealed 2010-006, November 6, 2014 Section III)

Chapter 10. Odawa Fishery Incorporated

Codification Note: This statute is Repealed by WOS 2015-020, See Chapter 12 of this Title.

Chapter 11. Ziibimijwang Incorporated Statute

7.1101 PURPOSE AND TITLE

A. Purpose. The Little Traverse Bay Bands of Odawa Indians (the "Tribe") exercises powers of self-government over its Citizens and territory. In accordance with Article VII (D) (4) of the Tribal Constitution, the purpose of this Statute is to govern the issuance of the Little Traverse Bay Bands of Odawa Indians charter of incorporation for non-profit purposes, and regulate such tribally chartered corporation activities in accordance with Article VII (D) (4).

B. Short Title. This Statute shall be known and cited as the "Ziibimijwang, Inc. Statute."

(Source: WOS 2014-005, Veto Override May 18, 2014, Section I)

7.1102 DEFINITIONS

A. "**Non-profit**" means any generated surplus revenues must be retained by the corporation for self-preservation, expansion, plans or services, and not submitted to the Tribe except for repayment of funds.

B. "**Organic**" means food, feed or fiber produced in a way that complies with at a minimum the USDA National Organic Program (NOP) Standards.

C. "**Territorial Jurisdiction of the Little Traverse Bay Bands of Odawa Indians**" means *areas referenced in Public Law 103-324, 25 USC Section 1300k-2(b)(2)(A) "as the boundaries of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat.621"* Little Traverse Bay Bands Constitution, Article V(A)(1)(a).

D. "**Tribal Corporation**" means any for-profit businesses and non-profit organizations formed by the Tribal Council and wholly owned by the Tribe, in accordance with WOS 2003-07, or as amended.

E. "**Tribe**" or "**LTBB**" means the Little Traverse Bay Bands of Odawa Indians.

F. "**Tribal Constitution**" means the Little Traverse Bay Bands of Odawa Indians Constitution as adopted by its membership on February 1, 2005.

G. "**Tribal Council**" means the elected body of nine (9) Tribal Citizens of Little Traverse Bay Bands of Odawa Indians with duties found in the Tribal Constitution Article VII. "Tribal Council".

H. "**Ziibimijwang**" means *"Place of the Flowing River*".

(Source: WOS 2014-005, Veto Override May 18, 2014, Section II)

7.1103 CREATION OF ZIIBIMIJWANG, INC. CORPORATE CHARTER

A tribally chartered corporation is authorized by this Statute and shall be named *"Ziibimijwang"*, Inc." and shall be a self-sustaining non-profit entity and shall provide for the health and welfare of the Tribal Community through the use of sustainable farming with emphasis toward organic foods, providing for exercising treaty rights of hunting, fishing and gathering, agricultural activities, caring for livestock, and other activities that promote nutrition, fitness and wellbeing. The organization is recognized by the approval of the tribal corporation charter; Ziibimijwang, Inc., by Tribal Council.

(Source: WOS 2014-005, Veto Override May 18, 2014, Section III)

7.1104 SCOPE OF ACTIVITIES

A. Ziibimijwang, Inc. is authorized to conduct activities on lands designated and approved by Tribal Council, including providing for the health and welfare of the Tribal Community through the use of sustainable farming with emphasis toward organic foods, providing for exercising treaty rights of hunting, fishing and gathering, agricultural activities, caring for livestock, and other activities that promote nutrition, fitness and wellbeing.

B. The Ziibimijwang, Inc. shall be assigned those assets as existed and are currently within any designated and approved lands, tangible and intangible properties, unless otherwise excluded by Tribal Council. Such assets shall be held by Ziibimijwang, Inc. on behalf of the Tribe. The assets assigned Tribal Council shall be independently managed by Ziibimijwang, Inc.

(Source: WOS 2014-005, Veto Override May 18, 2014, Section IV)

7.1105 COMPOSITION and ELIGIBILITY

A. Composition

1. The Board shall consist of five (5) to seven (7) persons, of which three (3) shall be LTBB Tribal Citizens, and who meet the eligibility requirements set out in subsection (B) of this section.

2. The Board members shall have a Chairperson, Treasurer and Secretary elected by the Board members, every two years.

B. Eligibility

To serve on the Board a person must meet all of the following criteria:

1. A person must be at least eighteen years of age;

2. No person can serve on the Board within seven (7) years of completion of a sentence or probation upon being convicted of a felony in tribal, state or federal court, unless such conviction has been vacated or overturned.

3. To be considered, a person should meet at least two of the following criteria:

i. High School Diploma or General Educational Development, (G.E.D.)

ii. Two years of secondary education in agriculture, natural resources, or other

related field

iii. At least five (5) years of experience in one of the following: farming or gardening, providing for exercising treaty rights of hunting, fishing and gathering, agricultural activities, caring for livestock, and other activities that promote nutrition, fitness and wellbeing

iv. Associate or Bachelor's degree in business, grantsmanship, accounting, marketing or other expertise that promotes the scope of activities.

(Source: WOS 2014-005, Veto Override May 18, 2014, Section V)

7.1106 MANAGEMENT; STRUCTURE AND FUNCTION

A. Ziibimijwang, Inc. shall have sole authority and responsibility for managing Ziibimijwang, Inc., in accordance with the policies, Statutes, Resolutions, regulations as approved by Tribal Council.

B. Ziibimijwang, Inc. shall abide by all tribal and federal laws and regulations as may be applicable.

C. It is the duty of Ziibimijwang, Inc. to monitor activities and provide guidance to the management use of sustainable farming with emphasis toward organic foods, providing for exercising treaty rights of hunting, fishing and gathering, agricultural activities, caring for livestock, and other activities that promote nutrition, fitness and wellbeing operations.

D. It is the duty of Ziibimijwang, Inc. to protect assets of the Tribe and to support Tribal Governmental Services and Programs and Tribal Citizens.

(Source: WOS 2014-005, Veto Override May 18, 2014, Section VI)

7.1107 REPORTING TO TRIBAL COUNCIL

In order to regulate, Ziibimijwang, Inc. shall report to the Tribal Council on the following information regarding Ziibimijwang, Inc. and at the regularly scheduled Tribal Council Meetings or such special meetings as requested by the Tribal Council, at least quarterly or as requested:

A. Annual operating plan;

B. Financial status, including grants, records and statements;

C. Audits, whether internal or external;

D. Tribal Council may request reports regarding all aspects of Ziibimijwang, Inc.

(Source: WOS 2014-005, Veto Override May 18, 2014, Section VII)

7.1108 FINANCING OF ZIIBIMIJWANG, INC. AND OTHER ACTIVITIES

A. If funds are requested from the Tribe, Ziibimijwang, Inc. shall follow any laws, process or procedures in effect.

B. Tribal Council approval is required for borrowing of funds. Ziibimijwang, Inc. is not authorized to enter into financing approval without prior ratification by the Tribal Council.

C. Any lease of property, tangible or intangible, shall have Tribal Council's approval.

(Source: WOS 2014-005, Veto Override May 18, 2014, Section VIII)

7.1109 DISSOLUTION CLAUSE

In the event that the board is no longer fulfilling the purpose of this Statute, the corporation may be dissolved by repealing this Statute.

(Source: WOS 2014-005, Veto Override May 18, 2014, Section IX)

7.1110 SAVING CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws, ordinances or statutes of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2014-005, Veto Override May 18, 2014, Section X)

7.1111 EFFECTIVE DATE

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2014-005, Veto Override May 18, 2014, Section XI)

Chapter 12. Repeal of WOS 2011-012, Odawa Fishery Incorporated Statute

7.1201 FINDINGS AND REPEALED

The entity of the Odawa Fishery, Inc. is no longer applicable to the current organization of the Little Traverse Bay Bands of Odawa Indians tribal government and WOS 2011-012, Odawa Fishery, Inc. along with its Corporate Charter are hereby repealed in its entirety.

(Source: WOS 2015-020, October 19, 2015, Section I)

7.1202 DISSOLUTION OF ASSETS

All assets of the Corporation shall be distributed as follows:

1. Any property held upon an express condition requiring its return, transfer or other

disposition shall be distributed accordingly;

2. Any property or assets required to be distributed or transferred in any manner according to federal law shall be distributed or transferred accordingly;

3. Tribal Council approves the payment for any claims of creditors and

4. Any remaining assets shall be transferred to the Tribe.

The Corporation shall distribute the assets and dissolve the Corporation within thirty (30) days of enactment of this Statute.

(Source: WOS 2015-020, October 19, 2015, Section II)

7.1203 EFFECTIVE DATE

Effective upon signature of the Executive or shall be deemed enacted if not expressly vetoed by the Executive within thirty (30) days of submission. The Tribal Council may, by an affirmative vote of seven (7) members of the Tribal Council, override a veto by the Executive.

(Source: WOS 2015-020, October 19, 2015, Section III)

Chapter 13. Odawa Construction Administration Holding Corporation

7.1301 PURPOSE AND TITLE

A. Purpose. The Little Traverse Bay Bands of Odawa Indians (the "Tribe") exercises powers of self-government over its Citizens and territory. In accordance with Article VII (D) (4), the purpose of this Statute is to govern the issuance of the Little Traverse Bay Bands of Odawa Indians charter of incorporation for economic purpose, to provide for the management of the non-gaming, economic affairs and to delegate such management to a Tribally chartered corporation in accordance with Article VII (D) (24) and regulate such tribally chartered corporation activities in accordance with Article VII (D) (4).

B. Short Title. This Statute shall be known and cited as the "Odawa Construction Administration Corporation Statute."

(Source: WOS 2018-009, July 2, 2018, Section I)

7.1302 DEFINITIONS

A. "*Gaming Commercial Enterprises"* means the Odawa Casino Resort and ancillary enterprises and activities, including the Odawa Casino Resort, related hotel and restaurant services, of the Tribe located in Petoskey, Michigan, wherein the Tribe operates Class II and Class III gaming to generate governmental revenue for the Tribe pursuant to the Indian Gaming Regulatory Act.

B. *"Non-gaming Economic Affairs"* means economic development enterprises and activities not related to the gaming commercial enterprises.

C. "*Territorial Jurisdiction of the Little Traverse Bay Bands of Odawa Indians"* means *"areas referenced in Public Law 103-324, 25 USC Section 1300k-2(b)(2)(A) as the boundaries of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat.621."* Little Traverse Bay Bands Constitution, Article V(A)(1)(a).

D. *"Tribe"* or *"LTBB"* means the Little Traverse Bay Bands of Odawa Indians.

E. *"Tribal Constitution"* means the Little Traverse Bay Bands of Odawa Indians Constitution as adopted by its membership on February 1, 2005.

F. *"Tribal Council"* means the elected body of nine (9) Tribal members of Little Traverse Bay Bands of Odawa Indians with duties found in the Tribal Constitution Article VII. "Tribal Council".

(Source: WOS 2018-009, July 2, 2018, Section II)

7.1303 CREATION OF THE ODAWA CONSTRUCTION ADMINISTRATION, INC. CORPORATE CHARTER

A tribally charted corporation is authorized by this Statute and shall be named the "Odawa Construction Administration, Inc." The organization is recognized by the approval of the tribal corporation charter; "Odawa Construction Administration, Inc." by Tribal Council.

(Source: WOS 2018-009, July 2, 2018, Section III)

7.1304 SCOPE OF ACTIVITIES

A. The Odawa Construction Administration, Inc. is created as a general purpose holding company that promotes economic self-sufficiency through governmental contracts and other contracts in the area of Construction and creates jobs through its non-gaming enterprises, joint ventures and investments.

B. The Odawa Construction Administration, Inc. is authorized to create operating subsidiaries in accordance with tribal law, provided that they have prior approval by Tribal Council.

C. The Corporation will provide Tribal Council an annual report and audited financial statements.

D. The Corporation will submit an annual development plan to the Tribal Council for approval.

(Source: WOS 2018-009, July 2, 2018, Section IV)

7.1305 MANAGEMENT; STRUCTURE AND FUNCTION

A. The Odawa Construction Administration, Inc. shall have sole authority and responsibility for managing the Odawa Construction Administration, Inc. and related non-gaming enterprise, in accordance with the policies, Statutes, Resolutions, regulations as approved by Tribal Council.

B. The Odawa Construction Administration, Inc. shall abide by all tribal and federal laws and regulations as may be applicable.

C. It is the duty of the Odawa Construction Administration, Inc. to protect assets of the Tribe and generate revenues.

(Source: WOS 2018-009, July 2, 2018, Section V)

7.1306 REPORTING TO TRIBAL COUNCIL

In order to regulate, the Odawa Construction Administration, Inc. shall provide to Tribal Council a monthly profit and loss statement for the Corporation and all subsidiaries; and shall report at the regularly scheduled Tribal Council Meetings or such special meetings as requested by the Tribal Council, at least quarterly or as requested the following:

A. Annual operating plan;

B. Financial performance measures;

C. Audits, whether internal or external;

D. Financial records or statements;

E. Tribal Council may request reports regarding all aspects of the Odawa Construction Administration, Inc.

F. Profit and loss statement of all non-gaming enterprises, joint ventures and investments.

(Source: WOS 2018-009, July 2, 2018, Section VI)

7.1307 FINANCING OF THE ODAWA CONSTRUCTION ADMINISTRATION, INC. AND ACTIVITIES

A. The annual budget for the Odawa Construction Administration, Inc. shall be approved by Tribal Council in accordance with an approval process as designated by the Tribal Council.

B. Tribal Council approval is required for borrowing of funds. The Odawa Construction Administration, Inc. is not authorized to enter into financing approval without prior ratification by the Tribal Council.

(Source: WOS 2018-009, July 2, 2018, Section VII)

7.1308 SAVING CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws, ordinances or statutes of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2018-009, July 2, 2018, Section VIII)

7.1309 EFFECTIVE DATE

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2018-009, July 2, 2018, Section IX)

Chapter 14. Odawa Construction Corporation

7.1401 PURPOSE AND TITLE

A. Purpose. The Little Traverse Bay Bands of Odawa Indians (the "Tribe") exercises powers of self-government over its Citizens and territory. In accordance with Article VII (D) (4), the purpose of this Statute is to govern the issuance of the Little Traverse Bay Bands of Odawa

Indians charter of incorporation for economic purpose, to provide for the management of the non-gaming, economic affairs and to delegate such management to a Tribally chartered corporation in accordance with Article VII (D) (24) and regulate such tribally chartered corporation activities in accordance with Article VII (D) (4).

B. Short Title. This Statute shall be known and cited as the "Odawa Construction Corporation Statute."

(Source: WOS 2018-014, August 15, 2018, Section I)

7.1402 DEFINITIONS

A. "*Territorial Jurisdiction of the Little Traverse Bay Bands of Odawa Indians"* means *"areas referenced in Public Law 103-324, 25 USC Section 1300k-2(b)(2)(A) as the boundaries of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat.621."* Little Traverse Bay Bands Constitution, Article V(A)(1)(a).

B. *"Tribe"* or *"LTBB"* means the Little Traverse Bay Bands of Odawa Indians.

C. *"Tribal Constitution"* means the Little Traverse Bay Bands of Odawa Indians Constitution as adopted by its membership on February 1, 2005.

"Tribal Council" means the elected body of nine (9) Tribal members of Little Traverse Bay Bands of Odawa Indians with duties found in the Tribal Constitution Article VII. "Tribal Council".

(Source: WOS 2018-014, August 15, 2018, Section II)

7.1403 CREATION OF THE ODAWA CONSTRUCTION CORPORATE CHARTER

A tribally charted corporation is authorized by this Statute and shall be named the "Odawa

Construction, Inc." The organization is recognized by the approval of the tribal corporation charter; "Odawa Construction, Inc." by Tribal Council.

(Source: WOS 2018-014, August 15, 2018, Section III)

7.1404 SCOPE OF ACTIVITIES

A. The Odawa Construction, Inc. is created as a tribally chartered corporation that promotes economic self-sufficiency and creates jobs through construction of tribally owned projects or local projects within the community.

B. The Odawa Construction, Inc. is authorized to create operating subsidiaries in accordance with tribal law, provided that they have prior approval by Tribal Council.

C. The Corporation will provide Tribal Council an annual report and audited financial statements.

D. The Corporation will submit an annual development plan to the Tribal Council for approval.

(Source: WOS 2018-014, August 15, 2018, Section IV)

7.1405 MANAGEMENT, STRUCTURE AND FUNCTION

A. The Odawa Construction, Inc. shall have sole authority and responsibility for managing the Odawa Construction, Inc. and related construction projects, in accordance with the policies, Statutes, Resolutions, regulations as approved by Tribal Council.

B. The Odawa Construction, Inc. shall abide by all tribal and federal laws and regulations as may be applicable.

C. It is the duty of the Odawa Construction, Inc. to protect assets of the Tribe and generate revenues and jobs.

(Source: WOS 2018-014, August 15, 2018, Section V)

7.1406 REPORTING TO TRIBAL COUNCIL

In order to regulate, the Odawa Construction, Inc. shall provide to Tribal Council a monthly report for the Corporation and all subsidiaries; and shall report quarterly at the regularly scheduled Tribal Council Meetings or such special meetings as requested by the Tribal Council, or as requested the following:

A. Annual operating plan;

B. Financial performance measures;

C. Audits, whether internal or external;

D. Financial records or statements;

E. Tribal Council may request reports regarding all aspects of the Odawa Construction, Inc.;

F. Monthly profit and loss statement of all non-gaming enterprises, joint ventures and investments.

(Source: WOS 2018-014, August 15, 2018, Section VI)

7.1407 FINANCING OF THE ODAWA CONSTRUCTION, INC. AND ACTIVITIES

A. The annual budget for the Odawa Construction, Inc. shall be approved by Tribal Council in accordance with an approval process as designated by the Tribal Council.

B. Tribal Council approval is required for borrowing of funds. The Odawa Construction, Inc. is not authorized to enter into financing approval without prior ratification by the Tribal Council.

(Source: WOS 2018-014, August 15, 2018, Section VII)

7.1408 SAVING CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws, ordinances or statutes of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2018-014, August 15, 2018, Section VIII)

7.1409 EFFECTIVE DATE

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2018-014, August 15, 2018, Section IX)

Chapter 15. Odawa Economic Affairs Holding Corporation

7.1501 PURPOSE AND TITLE

A. Purpose. The Little Traverse Bay Bands of Odawa Indians (the "Tribe") exercises powers of self-government over its Citizens and territory. In accordance with Article VII (D) (4), the purpose of this Statute is to govern the issuance of the Little Traverse Bay Bands of Odawa Indians charter of incorporation for economic purpose, to provide for the management of the non-gaming, economic affairs and to delegate such management to a Tribally chartered corporation in accordance with Article VII (D) (24) and regulate such tribally chartered corporation activities in accordance with Article VII (D) (4).

B. Short Title. This Statute shall be known and cited as the "Odawa Economic Affairs Holding Corporation Statute."

(Source: WOS 2018-015, August 15, 2018, Section I)

7.1501 DEFINITIONS

A. "*Gaming Commercial Enterprises"* means the Odawa Casino Resort and ancillary enterprises and activities, including the Odawa Casino Resort, related hotel and restaurant services, of the Tribe located in Petoskey, Michigan, wherein the Tribe operates Class II and Class III gaming to generate governmental revenue for the Tribe pursuant to the Indian Gaming Regulatory Act.

B. *"Non-gaming Economic Affairs"* means economic development enterprises and activities not related to the gaming commercial enterprises.

C. "*Territorial Jurisdiction of the Little Traverse Bay Bands of Odawa Indians"* means *"areas referenced in Public Law 103-324, 25 USC Section 1300k-2(b)(2)(A) as the boundaries of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third*

D. *and fourth' of the Treaty of 1855, 11 Stat.621."* Little Traverse Bay Bands Constitution, Article V(A)(1)(a).

E. *"Tribe"* or *"LTBB"* means the Little Traverse Bay Bands of Odawa Indians.

F. *"Tribal Constitution"* means the Little Traverse Bay Bands of Odawa Indians Constitution as adopted by its membership on February 1, 2005.

G. *"Tribal Council"* means the elected body of nine (9) Tribal members of Little Traverse Bay Bands of Odawa Indians with duties found in the Tribal Constitution Article VII. "Tribal Council".

(Source: WOS 2018-015, August 15, 2018, Section II)

7.1503 CREATION OF THE ODAWA ECONOMIC AFFAIRS HOLDING, INC. CORPORATE CHARTER

A tribally charted corporation is authorized by this Statute and shall be named the "Odawa Economic Affairs Holding, Inc." The organization is recognized by the approval of the tribal corporation charter; "Odawa Economic Affairs Holding, Inc." by Tribal Council.

(Source: WOS 2018-015, August 15, 2018, Section III)

7.1504 SCOPE OF ACTIVITIES

A. The Odawa Economic Affairs Holding, Inc. is created as a general purpose holding company that establishes uniformity amongst the designated Tribally Chartered Corporations and LLCs by providing auditing services, reporting requirements, meeting policy and procedures, negotiating fire and utility services, insurance coverages, and other administrative services.

B. The Odawa Economic Affairs Holding, Inc. is authorized to create operating subsidiaries in accordance with tribal law, provided that they have prior approval by Tribal Council.

C. The Corporation will provide Tribal Council an annual report and audited financial statements.

D. The Corporation will submit an annual development plan to the Tribal Council for approval.

(Source: WOS 2018-015, August 15, 2018, Section IV)

7.1505 MANAGEMENT; STRUCTURE AND FUNCTION

A. The Odawa Economic Affairs Holding, Inc. shall have sole authority and responsibility for managing the Odawa Economic Affairs Holding, Inc. and designated non-gaming enterprises and tribally chartered corporations, in accordance with the policies, Statutes, Resolutions, regulations as approved by Tribal Council.

B. The Odawa Economic Affairs Holding, Inc. shall abide by all tribal and federal laws and regulations as may be applicable.

C. It is the duty of the Odawa Economic Affairs Holding, Inc. to protect assets of the Tribe and generate revenues.

(Source: WOS 2018-015, August 15, 2018, Section V)

7.1506 REPORTING TO TRIBAL COUNCIL

In order to regulate, the Odawa Economic Affairs Holding, Inc. shall provide to Tribal Council a monthly report for the Corporation and all subsidiaries; and shall report quarterly at the regularly scheduled Tribal Council Meetings or such special meetings as requested by the Tribal Council, or as requested the following:

A. Annual operating plan;

B. Financial performance measures;

C. Audits, whether internal or external;

D. Financial records or statements;

E. Tribal Council may request reports regarding all aspects of the Odawa Economic Affairs Holding, Inc.;

F. Profit and loss statement of all designated tribally chartered corporations, non-gaming enterprises, joint ventures and investments.

(Source: WOS 2018-015, August 15, 2018, Section VI)

7.1507 FINANCING OF THE ODAWA ECONOMIC AFFAIRS HOLDING, INC. AND ACTIVITIES

A. The annual budget for the Odawa Economic Affairs Holding, Inc. shall be approved by Tribal Council in accordance with an approval process as designated by the Tribal Council.

B. Tribal Council approval is required for borrowing of funds. The Odawa Economic Affairs Holding, Inc. is not authorized to enter into financing approval without prior ratification by the Tribal Council.

(Source: WOS 2018-015, August 15, 2018, Section VII)

7.1508 SAVING CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws, ordinances or statutes of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2018-015, August 15, 2018, Section VIII)

7.1509 EFFECTIVE DATE

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2018-015, August 15, 2018, Section IX)

Chapter 16. Odawa Aviation Corporation

7.1601 PURPOSE AND TITLE

A. Purpose. The Little Traverse Bay Bands of Odawa Indians (the "Tribe") exercises powers of self-government over its Citizens and territory. In accordance with Article VII (D) (4), the purpose of this Statute is to govern the issuance of the Little Traverse Bay Bands of Odawa Indians charter of incorporation for economic purpose, to provide for the management of the non-gaming, economic affairs and to delegate such management to a Tribally chartered corporation in accordance with Article VII (D) (24) and regulate such tribally chartered corporation activities in accordance with Article VII (D) (4).

B. Short Title. This Statute shall be known and cited as the "Odawa Aviation Corporation

Statute."

(Source: WOS 2018-017, October 2, 2018, by Veto Override, Section I)

7.1602 DEFINITIONS

A. "*Territorial Jurisdiction of the Little Traverse Bay Bands of Odawa Indians"* means *"areas referenced in Public Law 103-324, 25 USC Section 1300k-2(b)(2)(A) as the boundaries of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat.621."* Little Traverse Bay Bands Constitution, Article V(A)(1)(a).

B. *"Tribe"* or *"LTBB"* means the Little Traverse Bay Bands of Odawa Indians.

C. *"Tribal Constitution"* means the Little Traverse Bay Bands of Odawa Indians Constitution as adopted by its membership on February 1, 2005.

D. *"Tribal Council"* means the elected body of nine (9) Tribal members of Little Traverse Bay Bands of Odawa Indians with duties found in the Tribal Constitution Article VII. "Tribal Council".

(Source: WOS 2018-017, October 2, 2018, by Veto Override, Section II)

7.1603 CREATION OF THE ODAWA AVIATION CORPORATE CHARTER

A. A tribally charted corporation is authorized by this Statute and shall be named the "Odawa Aviation, Inc." The organization is recognized by the approval of the tribal corporation charter; "Odawa Aviation, Inc." by Tribal Council.

B. The tribally charted corporation, Aviation Inc., shall be managed by a board of three (3) to five (5) members selected and appointed by majority vote of Tribal Council.

(Source: WOS 2018-017, October 2, 2018, by Veto Override, Section III)

7.1604 SCOPE OF ACTIVITIES

A. The Odawa Aviation, Inc. is created as a tribally chartered corporation that creates jobs in the area of economic development and general business.

B. The Odawa Aviation, Inc. is authorized to create operating subsidiaries in accordance with tribal law, provided that they have prior approval by Tribal Council.

C. The Corporation will provide Tribal Council an annual report and audited financial statements.

D. The Corporation will submit an annual development plan to the Tribal Council for approval.

(Source: WOS 2018-017, October 2, 2018, by Veto Override, Section IV)

7.1605 MANAGEMENT; STRUCTURE AND FUNCTION

A. The Odawa Aviation, Inc. shall have sole authority and responsibility for managing the Odawa Aviation, Inc. and related Aviation projects, in accordance with the policies, Statutes, Resolutions, regulations as approved by Tribal Council.

B. The Odawa Aviation, Inc. shall abide by all tribal and federal laws and regulations as may be applicable.

C. It is the duty of the Odawa Aviation, Inc. to protect assets of the Tribe and generate revenues and jobs.

(Source: WOS 2018-017, October 2, 2018, by Veto Override, Section V)

7.1606 REPORTING TO TRIBAL COUNCIL

In order to regulate, the Odawa Aviation, Inc. shall provide to Tribal Council a monthly report for the Corporation and all subsidiaries; and shall report quarterly at the regularly scheduled Tribal

Council Meetings or such special meetings as requested by the Tribal Council, or as requested the following:

A. Annual operating plan;

B. Financial performance measures;

C. Audits, whether internal or external;

D. Financial records or statements;

E. Tribal Council may request reports regarding all aspects of the Odawa Aviation, Inc.;

F. Monthly profit and loss statement of all non-gaming enterprises, joint ventures and investments.

(Source: WOS 2018-017, October 2, 2018, by Veto Override, Section VI)

7.1607 FINANCING OF THE ODAWA AVIATION, INC. AND ACTIVITIES

A. The annual budget for the Odawa Aviation, Inc. shall be approved by Tribal Council in accordance with an approval process as designated by the Tribal Council.

B. Tribal Council approval is required for borrowing of funds. The Odawa Aviation, Inc. is not authorized to enter into financing approval without prior ratification by the Tribal Council.

(Source: WOS 2018-017, October 2, 2018, by Veto Override, Section VII)

7.1608 SAVING CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws, ordinances or statutes of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the

balance of the statute to remain in full and binding force and effect.
(Source: WOS 2018-017, October 2, 2018, by Veto Override, Section VIII)

7.1609 EFFECTIVE DATE

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2018-017, October 2, 2018, by Veto Override, Section IX)

Chapter 17. American Indigenous Sovereign Funds, Inc.

7.1701 SHORT STATUTE
This Statute may be cited as the "American Indigenous Sovereign Funds, Inc."

(Source: WOS 2019-001, February 22, 2019, Section I)

7.1702 PURPOSE

The purpose of this Statute is to enable the receipt and processing of funds derived from state and/or Tribal legalized marijuana sales.

(Source: WOS 2019-001, February 22, 2019, Section II)

7.1703 DEFINITIONS

A. "Little Traverse Bay Bands of Odawa Indians jurisdiction" means all territory within the Tribal Reservation and to any and all persons or activities therein based upon the inherent sovereign authority of the Little Traverse Bay Bands of Odawa Indians and Federal law. (Little Traverse Bay Bands of Odawa Indians Constitution, Article IV (B).

B. "State" means any state within the jurisdiction of the United States of America.

C. "Reservation" means all lands within the boundaries of the reservations for Little Traverse as set out in Article I, paragraphs third and fourth of the Treaty of 1855, 11 Stat. 621, plus any lands set out in Articles Second and Third of the Treaty of March 28, 1836, 7 Stat. 491, in the event that the 1836 reservation is determined to include lands which are not included within the 1855 reservation, plus any lands outside of those boundaries which are now or in the future declared to be Little Traverse reservation by the Department of the Interior. “State” means any state within the jurisdiction of the United States of America.

D. “Tribe” means federally recognized Tribe within the jurisdiction of the United States of America.

E. "Tribal Citizen" means any person enrolled with the Tribe.

F. "Tribal Court" means the Little Traverse Bay Bands of Odawa Indians Tribal Court.

(Source: WOS 2019-001, February 22, 2019, Section III)

7.1704 JURISDICTION

Little Traverse Bay Bands of Odawa Indians Tribal Court shall have exclusive jurisdiction over all actions arising with the Little Traverse Bay Bands of Odawa Indians jurisdiction.

(Source: WOS 2019-001, February 22, 2019, Section IV)

7.1705 CREATION OF THE AMERICAN INDIGENOUS SOVEREIGN FUNDS, INC. CORPORATE CHARTER

A tribally charted corporation is authorized by this Statute and shall be named the “American Indigenous Sovereign Funds, Inc.” The organization is recognized by the approval of the tribal corporation charter; “American Indigenous Sovereign Funds, Inc.” by Tribal Council.

(Source: WOS 2019-001, February 22, 2019, Section X)

7.1706 BOARD OF DIRECTORS

A. The board of directors shall consist of three (3) to five (5) Tribal Citizens appointed by Tribal Council.

B. Up to two (2) ex-official board members may be appointed by the board, as needed.

(Source: WOS 2019-001, February 22, 2019, Section IV)

7.1707 SCOPE OF ACTIVITIES

A. The American Indigenous Sovereign Funds**,** Inc. is created as a general-purpose financial services company that will process financial transactions for entities doing business within the Little Traverse Bay Bands of Odawa Indians Reservation or any state within the jurisdiction of the United States of America.

B. The Corporation will establish and ensure that all financial transactions are legitimate and shall develop a process to identify, report and deter money laundering activities.

C. Monthly, the Corporation will provide Tribal Council a profit and loss statement.

D. The Corporation will provide Tribal Council an annual report and audited financial statements.

(Source: WOS 2019-001, February 22, 2019, Section VII)

E. The Corporation will submit an annual strategic plan to the Tribal Council for approval.

7.1708 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2019-001, February 22, 2019, Section VIII)

7.1709 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2019-001, February 22, 2019, Section IX)

Chapter 18. Tribally Accepted Accounting Practice Statute

7.1801 PURPOSE

The purpose of this statute is to protect Tribal assets controlled by Tribally chartered corporations, companies and other Tribal sub-entities that are wholly owned or majority owned by the Tribe, in order to standardize accounting practices and reporting requirements. This Statute does not apply to the Tribal governmental accounting and practices.

(Source: WOS 2019-002, deemed enacted March 25, 2019, Section I)

7.1802 DEFINITIONS

A. "Board" means the authorized and governing entity that provides management and oversight of the Tribally chartered corporations, companies and other Tribal sub-entities.

B. "Capital Expenditure" (CAPEX) means funds used to acquire, upgrade, and maintain physical assets such as property, industrial buildings, or equipment.

C. "Generally Accepted Accounting Principles" (GAAP) means a collection of commonly-followed accounting rules and standards for financial reporting that are established and administered by the American Institute of Certified Public Accountants (AICPA) and the Financial Accounting Standards Board (FASB).

D. "Gift" means property, money or assets that a person transfers to another while receiving nothing or less than fair market value in return.

E. "Profit and Loss Statement" means a financial report that provides a summary of the revenues, expenses, and profits/losses over a period of time.

F. "Operating Capital" means the funds required for running the daily operations of the company.

G. "Political Contributions" means any funds, service or other means that benefits any campaigns initiative, referendum, recall, petition or other election related activities.

H. "Tribe" or "LTBB" means the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2019-002, deemed enacted March 25, 2019, Section II)

7.1803 APPLICATION

The following will apply to all Tribally chartered corporations, companies and other Tribal sub-entities:

A. The utilization of General Accepted Accounting principles (GAAP) is required.

B. The designation of the following mandatory accounts, along with their purpose, requirements and restrictions:

1. Tribal distributions.

a. Profits above the maximum amount set for operating capital will be transferred to a Tribal Revenue account monthly.

b. On a quarterly basis, any balance of the Tribal Revenue account shall be transferred to the Tribe, unless otherwise approved by Tribal Council.

2. CAPEX.

a. On a yearly basis, each board shall determine CAPEX use and amounts for each site or operation.

b. Any additional revenues utilized for CAPEX shall require board approval prior to funds being used.

c. If funds are utilized for any other purpose than the original annual determination of CAPEX, Tribal Council shall be notified of the variance of the use and/or amounts.

d. If there is more than one site or operation, each site or operation shall have a separate CAPEX account.

3. Operating capital.

a. Operating capital consists of investments and cash not in other required account.

b. The board shall establish the minimum and maximum level for the account annually. Such minimum and maximum levels shall be reported to Tribal Council. The board, in its discretion, may modify the minimum and maximum levels. Any modifications to the levels shall be reported to Tribal Council.

c. Any amount of funds over the maximum shall be transferred to the Tribal Revenue account monthly.

d. Any amount of funds less than the amount approved by the board shall require Tribal Council notification.

4. Profit funded construction.

a. Any construction project requires approval of the board.

b. The board shall appropriate funding required for the project and shall notify Tribal Council of the project and the funding amount and source.

c. Any payments made in conjunction with the project shall require a designated board member(s) signature.

5. Loan funded or Tribal Council appropriated funded construction.

a. Any construction project requires approval of the board.

b. The board shall notify Tribal Council of a loan funded project or if it is a Tribal Council appropriated funded construction, then the board will provide Tribal Council monthly updates on expenditures.

c. Any payments made in conjunction with the project shall require a designated board member(s) signature or a loan officer's signature.

6. Gifts and bonuses.

a. All bonuses shall be approved by the Board.

b. Any gifts or bonuses in the amount of one thousand dollars ($ 1 ,000.00) or more shall have Board approval and Tribal Council shall be notified as to the nature and amount of the gift or bonus.

c. Any Political Contributions require TC notification

C. Statements.

1. Monthly, each board shall submit to Tribal Council a Profit and Loss Statement along with a balance statement.

a. Financial Notes are to include:

i. Appropriations

ii. Tribal Council requires notifications

2. Annually, each board shall submit to Tribal Council a detailed Profit and Loss Statement along with a balance statement.

a. Financial Notes are to include:

i. Appropriations

ii. Loans

iii. Tribal Council requires notifications

iv. All bonuses

v. All construction and capital expenditures with source of capital

vi. Payments to board members

vii. Gifts

viii. Bonuses

3. Each board shall prepare an annual report that includes a summary overview and financial statements that will be presented to the Tribal Membership at the Tribe's Annual Meeting.

D. Other requirements

1. The Legislative Office of Finance and Revenue shall have access to all financial books and accounts of all Tribally chartered corporations, companies and other Tribal sub-entities with "read only permission" access.

2. Any Loans applications for seven-hundred and fifty thousand dollars ($750,000.00) or more require Tribal Council approval, unless otherwise indicated by separate resolution, statute or charter.

3. Grant applications. Unless otherwise indicated by statute, any grant application shall require notice to Tribal Council. Grant applications for one-hundred thousand ($100,000.00) or more, shall require Tribal Council approval.

E. Gaming related enterprises have the following requirements:

1. Establish separate CAPEX accounts for each site.

2. Establish separate financial statements and books for each site.

3. No form of free play may ever be used as revenue or win/unit/day accounting.

4. Monthly report shall include, but not limited to:

a. Slot revenue at each

b. Number of slots at each site

c. Win/unit/day at each site

5. Transfers from one set of books to another require board approval and cannot be reversed without notification to Tribal Council.

(Source: WOS 2019-002, deemed enacted March 25, 2019, Section III)

7.1804 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2019-002, deemed enacted March 25, 2019, Section IV)

7.1805 EFFECTIVE DATE

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2019-002, deemed enacted March 25, 2019, Section V)

Chapter 19. Hemp Authorization and Regulatory Commission Statute

7.1901 PURPOSE

The purpose of this Statute is to authorize the regulating of Hemp, and create the Hemp Regulatory Commission that will license, regulate, inspect and have enforcement regulatory power for Hemp Operations and repeals and replaces WOS 2019-013 and any previous Statutes including WOS 2019-008.

(Source: WOS 2020-015, May 30, 2020, Section I)

7.1902 DEFINITIONS

A. "Acceptable Hemp THC Level" means when a laboratory tests a sample, it must report the delta-9 tetrahydrocannabinol content concentration level on a dry weight basis and the measurement of uncertainty. The Acceptable Hemp THC Level for the purpose of compliance with the requirements of State, Tribal, or USDA hemp plans is when the application of the measurement of uncertainty to the reported delta-9 tetrahydrocannabinol content concentration level on a dry weight basis produces a distribution or range that includes 0.3% or less. For example, if the reported delta-9 tetrahydrocannabinol content concentration level on a dry weight basis is 0.35% and the measurement of uncertainty is +/- 0.06%, the measured delta-9 tetrahydrocannabinol content concentration level on a dry weight basis for this sample ranges from 0.29% to 0.41%. Because 0.3% is within the distribution or range, the sample is within the Acceptable Hemp THC Level for the purpose of plan compliance. This definition of "Acceptable Hemp THC Level" affects neither the statutory definition of hemp, 7 U.S.C. § 1639o (1), in the 2018 Farm 121 Bill nor the definition of "marihuana," 21 U.S.C. § 802(16), in the federal Controlled Substances Act. ("CSA").

B. "Act" means the Agricultural Marketing Act of 1946.

C. "Applicant" means a person, or a person who is authorized to sign for a business entity, who submits an application to participate in the industrial Hemp program.

D. "Cannabis" means a genus of flowering plants in the family Cannabaceae of which *Cannabis sativa* is a species, and *Cannabis indica* and *Cannabis ruderalis* are subspecies thereof. Cannabis refers to any form of the plant in which the delta-9 tetrahydrocannabinol concentration on a dry weight basis has not yet been determined.

E. "CBD" means cannabidiol.

F. "Certified seed" means seed for which a certificate or any other instrument has been issued by an agency authorized under the laws of a state, territory, or possession to officially certify seed and that has standards and procedures approved by the United States Secretary of Agriculture to assure the genetic purity and identity of the seed certified.

G. "Commission" means the Hemp Regulatory Commission which is comprised of three to

five appointed officials, and duly authorized staff exercising delegated authority of the Commission.

H. "Controlled Substances Act" ("CSA") means the Controlled Substances Act as codified in 21 U.S.C. 801 *et seq.*

I. *"*Conviction*"* means any plea of guilty or nolo contendere, or any finding of guilt, except when the finding of guilt is subsequently overturned on appeal, pardoned, or expunged. For purposes of this Statute, a conviction is expunged when the conviction is removed from the individual's criminal history record and there are no legal disabilities or restrictions associated with the expunged conviction, other than the fact that the conviction may be used for sentencing purposes for subsequent convictions. In addition, where an individual is allowed to withdraw an original plea of guilty or nolo contendere and enter a plea of not guilty and the case is subsequently dismissed, the individual is no longer considered to have a conviction for purposes of this Statute.

J. "Corrective Action Plan" means a plan established pursuant to this Statute for a licensed hemp Producer to correct a negligent violation or non-compliance with a hemp production plan and/or 7 C.F.R. Part 990.

K. "Criminal History Report" means the Federal Bureau of Investigation's Identity History Summary.

L. "Culpable mental state greater than negligence" means to act intentionally, knowingly, willfully, or recklessly.

M. "DEA" means the United States Drug Enforcement Administration

N. "Decarboxylated" means the completion of the chemical reaction that converts THC-acid into delta-9-THC, the intoxicating component of cannabis. The decarboxylated value is also calculated using a conversion formula that sums delta-9-THC and eighty-seven and seven tenths (87.7) percent of THC-acid.

O. "Delta-9-THC" means delta-9-tetrahydrocannabinol concentration (the primary intoxicating component of cannabis).

P. “Directly related to” means immediate family relations as defined in the Tribe's Constitution or any other statute defining nepotism.

Q. "Dry Weight Basis" means the ratio of the amount of moisture in a sample to the amount of dry solid in a sample. A basis for expressing the percentage of a chemical in a substance after removing the moisture from the substance. Percentage of THC on a dry weight basis means the percentage of THC, by weight, in a cannabis item (plant, extract, or other derivative), after excluding moisture from the item.

R. "Entity" means corporation, joint stock company, association, limited partnership, limited liability partnership, limited liability company, irrevocable trust, estate, charitable organization, or other similar organization, including any such organization participating in the hemp production as a partner in a general partnership, a participant in a joint venture, or a participant in a similar organization.

S. "Farm Service Agency" or "FSA" means an agency of the United States Department of Agriculture.

T. “Financial Interest” is a person or entity that has more than a five (5) percent interest, share or ownership in an operation(s).

U. "Geospatial location" means a location designated through a global system of navigational satellites used to determine the precise ground position of a place or object.

V. "GPS" means Global Positioning System.

W. "Grower licensing agreement" means a document executed by a person and the Commission authorizing the person to grow, handle, and store Hemp at one (1) or more specified locations.

X. "Handle" means to harvest or store hemp or hemp plant parts prior to the delivery of such plants or plant parts for further processing. "Handle" also includes the disposal of cannabis plants that are not hemp for purposes of chemical analysis and disposal of such plants.

Y. “Harvest Lot” means a quantity of Hemp, of the same Variety, harvested in a distinct timeframe that is cultivated in one contiguous production area of a field, greenhouse or indoor growing structure containing the same variety or strain of cannabis throughout the area.

Z. “Harvest Lot Identifier” means a unique identifier used by the Commission to identify the Harvest Lot.

AA. “Hemp” means the plant Cannabis sativa L. and any part of that plant, including the seeds thereof and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than 0.3 percent on a dry weight basis.

BB. "Hemp Crop" means one (1) or more unprocessed Hemp plants or plant parts.

CC. "High performance liquid chromatography" or "HPLC" means a type of chromatography technique in analytical chemistry used to separate, identify, and quantify each component in a mixture. HPLC relies on pumps to pass a pressurized liquid solvent containing the sample mixture through a column filled with a solid absorbent material to separate and analyze compounds.

DD. “Industrial Hemp products" means products derived from, or made by, processing industrial Hemp plants or plant parts.

EE. "Information sharing system" means the database mandated under the Act which allows USDA to share information collected under State, tribal and USDA plans with Federal, State, Tribal and local law enforcement.

FF. "Key participants" means a sole proprietor, a partner in partnership, or a person with executive managerial control in a corporation. A person with executive managerial control includes persons such as a chief executive officer, chief operating officer and chief financial officer. This definition does not include non-executive managers such as farm, field, or shift managers.

GG. “Law enforcement agency” means the Little Traverse Bay Bands of Odawa Indians Tribal Police, *Drug Enforcement Administration* (DEA), or other federal law enforcement

agency or drug suppression unit having jurisdiction.

HH. “Location” or “Land” means the particular land, building or buildings where Hemp will be grown, handled, stored, or processed, which can include a field name or building name.

II. “Location ID” means the unique identifier established by the applicant for each unique set of GPS coordinates or Geospatial location where Hemp will be grown, handled, stored, or processed, which can include legal description, a field name or building name.

JJ. “Marijuana” or “marihuana” means all parts of the plant Cannabis sativa L., whether growing or not; the seeds thereof; the resin extracted from any part of such plant; and every compound, manufacture, salt, derivative, mixture, or preparation of such plant, its seeds or resin. The term ‘marihuana’ does not include hemp, as defined in section 297A of the Agricultural Marketing Act of 1946, and does not include the mature stalks of such plant, fiber produced from such stalks, oil or cake made from the seeds of such plant, any other compound, manufacture, salt, derivative, mixture, or preparation of such mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of such plant which is incapable of germination (7 U.S.C. 1639o). “Marihuana” means all cannabis that tests as having a concentration level of THC on a dry weight basis of higher than 0.3 percent.

KK. "Measurement of Uncertainty" or "MU" means the parameter, associated with the result of a measurement, that characterizes the dispersion of the values that could reasonably be attributed to the particular quantity subject to measurement.

LL. "Negligence" means failure to exercise the level of care that a reasonably prudent person would exercise in complying with this Statute, the Act or 7 CFR Part 990.

MM. “Nonviable seed” means a seed that has been crushed, dehulled, or otherwise rendered to have a zero percent germination rate.

NN. “Person” means an individual or business entity.

OO. "Pesticide" means any substance or mixture of substances intended to:

1. Prevent, destroy, control, repel, attract, or mitigate any pest.

2. Be used as a plant regulator, defoliant, or desiccant. or

3. Be used as a spray adjuvant, once they have been mixed with a U.S. Environmental Protection Agency registered product.

QQ. "Phytocannabinoid" means cannabinoid chemical compounds found in the cannabis plant, two of which are Delta-9 tetrahydrocannabinol (delta-9 THC) and cannabidiol (CBD).

RR. "Postdecarboxylation" means, in the context of testing methodologies for THC concentration levels in hemp, means a value determined after the process of decarboxylation that determines the total potential delta-9 tetrahydrocannabinol content derived from the sum of the THC and THC-A content and reported on a dry weight basis. The postdecarboxylation value of THC can be calculated by using a chromatograph technique using heat, gas chromatography, through which THCA is converted from its acid form to its neutral form, THC. Thus, this test calculates the total potential THC in a given sample. The postdecarboxylation value of THC can also be calculated by using a high-performance liquid chromatograph technique, which keeps the THCA intact, and requires a conversion calculation of that THC-A to calculate total potential THC in a given sample. See the definition for decarboxylation.

SS. “PPM” means parts per million.

TT. “Pre-harvest sample” means a composite, representative portion from plants in a Hemp lot collected in accordance with the procedures as established by the Commission and federal law.

UU. "Produce" means to grow hemp plants for market, or for cultivation for market, pursuant to this Statute.

VV. "Producer" means a Producer as defined in 7 CFR 718.2 that is licensed or authorized to produce hemp under this Statute and 7 CFR Part 990, specifically, "an owner, operator, landlord, tenant, or sharecropper, who shares in the risk of producing a crop and who is entitled to share in the crop available for marketing from the farm, or would have shared had the crop been produced. A Producer includes a grower of hybrid seed."

WW. “Prohibited variety” means a variety or strain of cannabis excluded by the Commission.

XX. “Program” means the Commission’s Industrial Hemp Program.

YY. “Propagule” means a plant or plant part that can be utilized to grow a new plant.

AAA. “Reverse Distributor" means a person who is registered with the DEA in accordance with 21 CFR 1317.15 to dispose of marijuana under the Controlled Substances Act.

BBB. “Seed source” means the origin of the seed or propagules as determined by the Commission.

CCC. “Signing authority” means an officer or agent of the organization with written authorization to commit the legal entity to a binding agreement.

DDD. “Territory of the Tribe” has the same meaning as “Indian Country” in 18 U.S.C. 1151.

EEE. "Tribe" or "LTBB" means the Little Traverse Bay Bands of Odawa Indians which was reaffirmed in Public Law 103-324 is recognized as eligible by the Secretary of the Interior for the special programs and services provided by the United States to Indians because of their status as a federally recognized tribe, and are recognized as possessing powers of self-government.

FFF. "Tribal Police" or "Tribal Law Enforcement" shall mean the Little Traverse Bay Bands of Odawa Indians Tribal Police Department.

GGG. "Tribal Council" means the Legislative body of the Little Traverse Bay Bands of Odawa Indians (LTBB).

HHH. "Tribal Court" means the LTBB Court created under Article IX of the LTBB Constitution.

III. “Variety” means a subdivision of a species that is:

1. Uniform, in the sense that the variations in essential and distinctive characteristics are describable.

2. Stable, in the sense that the variety will remain unchanged in its essential and distinctive characteristics and its uniformity if reproduced or reconstituted as required by the different categories of varieties. and

3. Distinct, in the sense that the variety can be differentiated by one (1) or more identifiable morphological, physiological, other characteristics from all other publicly known varieties, or other characteristics from all other publicly known varieties.

JJJ. "Variety of concern" means any variety of Hemp in the Commission's program that tests above 3,000 ppm or 0.3000 percent delta-9-THC in one (1) or more pre-harvest samples. A Hemp variety designated as a "variety of concern" could be subject to restrictions and additional testing.

KKK. "Volunteer cannabis plant" means any cannabis plant that grows of its own accord from seeds or roots in the years following an intentionally planted cannabis crop. and is not intentionally planted.

(Source: WOS 2020-015, May 30, 2020, Section II)

7.1903 HEMP AUTHORIZED

This Statute authorizes the Production and Handling of Hemp within locations within the Territory of the Tribe.

(Source: WOS 2020-015, May 30, 2020, Section III)

7.1904 HEMP REGULATORY COMMISSION

A. The Tribe hereby establishes a Hemp Regulatory Commission as an Executive Commission whose duty it is to regulate Hemp operations. The Commission shall consist of at least three (3) but not more than five (5) persons. There shall be among them a Chairperson, Vice-Chairperson, Secretary and Treasurer, provided the Secretary and Treasurer may be combined into one position.

B. The purpose of the Commission is to ensure compliance with Tribal, Federal, and, if applicable, State laws and regulations. The Commission will serve as the licensing authority for Hemp Production within the Territory of the Tribe. The Commission shall have authority to take all actions authorized by this Statute. In order to carry out its regulatory duties, the Commission shall have unrestricted access to all areas of a Hemp operation and to all records. The Commission shall have authority to take enforcement actions as authorized by this Statute.

C. The Tribe recognizes the importance of an independent Commission in maintaining a well-regulated Hemp operation. The Commission shall be and act independently, and autonomously from the Tribal Council in all individual licensing decisions. No prior or subsequent review by the Tribal Council of any licensing and fining actions of the Commission shall be required or permitted except as otherwise explicitly provided in this Statute. To avoid potential conflicts of interest between an operation and regulation of the Hemp facility, the Tribe hereby finds that, at a minimum:

1. No member of the Tribal Council may serve on the Commission.

2. No person with a financial interest in a Hemp Producer shall serve on the Commission.

3. The following persons are ineligible to serve on the Commission: employees of any Hemp producer or persons directly related to or sharing a residence with any Hemp Producer.

D. The members of the Commission shall be appointed by the Tribal Council as follows:

1. Composition of the Commission. The Commission shall consist of three (3) to five (5) people appointed by the Tribal Council and shall be licensed.

2. Term. Members of the Commission shall be appointed to serve for three (3) year terms. Terms shall be staggered so no more than two terms start in any one year. Members may be reappointed for additional terms without limitation.

3. Subject to the availability of funding and a budget approved by the Tribal Council, members of the Commission may receive a stipend, mileage and expense reimbursement in accordance with a stipend policy adopted by the Tribal Council.

E. The Commission shall:

1. Approve the permitting of a "Location" or "Land".

2. Ensure that Criminal History checks are conducted in accordance with this Statute and federal law.

3. Make suitability determinations, which shall be signed by a majority of the Commissioners present when the license is approved.

4. Issue Hemp licenses to Hemp Producers, consistent with the suitability determination.

5. Inspect, examine and monitor all Hemp Producers, and have immediate access to review, inspect, examine, photocopy and audit all Hemp related records of any Hemp Producer.

6. Ensure compliance with all Tribal and Federal laws, rules, and regulations regarding Hemp.

7. Investigate any suspicion of wrongdoing associated with any Hemp activities, and report any potential criminal violations to Tribal Law Enforcement and federal authorities as required by this Statute.

8. Promulgate and issue regulations on the levying of fees associated with Hemp license applications.

9. Promulgate and issue regulations on suspension or revocation of Hemp licenses for violations of this Statute, or any other Tribal, Federal, or (if applicable) State Hemp regulations, as set forth in this Statute.

10. Perform such other duties the Commission deems appropriate for the proper regulation of the Hemp operation, consistent with federal law.

11. The Commission shall be authorized to employ such staff and/or consultants as reasonably may be required to fulfill its responsibilities under this Statute.

12. The Commission shall ensure that all records and information obtained as a result of a background investigation or criminal history check shall remain confidential and shall not be disclosed to persons who are not directly involved in the licensing process.

G. The Commission shall collect, and retain for a period of at least three calendar years, Location ID information for every site or location where the Commission has approved Hemp to be grown.

H. The Commission shall issue hemp licenses authorized by this Statute, consistent with the suitability determination, and shall assign each producer with a license or authorization identifier in a format prescribed by USDA.

I. Removal. Members of the Commission can only be removed by a majority vote of Tribal Council.

J. A majority of the sitting members of the Commission shall constitute a quorum. The concurrence of a majority of the members appointed to the Commission shall be required for any final determination by the Commission. The Commission may act in its official capacity even if there are vacancies on the Commission.

K. The Commission shall keep a written record of all its regularly scheduled, special, and emergency meetings, and licensing hearings and meetings.

J. All regulations promulgated under this Statute shall be submitted to Tribal Council for approval.

(Source: WOS 2020-015, May 30, 2020, Section IV)

7.1905 LICENSING APPLICATION

A. Producer License Application.

1. Any person who wishes to produce Hemp at any location within the Territory of the Tribe shall submit to the Commission a completed License Application no less than once every three (3) years.

2. A person who does not hold a license from the Commission shall not Produce Hemp at any location within the Territory of the Tribe.

3. The Commission shall deny any Producer License Application that fails to meet the deadline established in the application.

4. Each Applicant shall pay an application fee in the amount established and approved by Tribal Council.

5. The Application shall include the following at a minimum:

i. Full name, residential address, telephone number, and email address, if an email address is available, of the Applicant.

ii. If the applicant represents a business entity:

a) the full name of the business;
b) the principal business location address;
c) the full name of the applicant who will have signing authority on behalf of the entity, and title, and email address if an email address is available, of the person;
d) the full names, addresses, phone numbers and email addresses (if available) of all owners, operators, landlords, tenants, or sharecroppers, who share in the risk of producing a hemp crop and who are entitled to share in the hemp crop available for marketing from the hemp growing operation, or

who would have shared had the crop been produced;

e) the full names, addresses, telephone numbers and email addresses of all Key Participants of the business entity; and

f) the EIN of the business entity.

iii. Documentation showing either a valid tenancy, ownership or other legal interest in the proposed property.

iv. Street address. location ID, legal description and GPS coordinates or Geospatial location for each field, greenhouse, building, or site where Hemp will be grown, handled, processed or stored.

v. Information regarding any other Hemp growing or processing facility that is licensed in any other jurisdiction.

7. A current Criminal History Report for the Applicant/Producer, and for Applicants that are entities, all Key Participants, dated within 60 days prior to the application submission date. A license application will not be considered complete without all required Criminal History Reports.

8. A business plan and operations plan shall be included with the application that includes at a minimal the following:

i. The proposed acreage or greenhouse or indoor square footage to be planted or used for processing.

ii. A description of the type of facility proposed and the anticipated or actual number of employees. The name of the proposed Manager of the Facility.

iii. A security plan which shall include a general description of the security systems(s) and lighting plan showing the outside lighting, and current centrally alarmed and monitored security system service agreements.

iv. A list of pesticides, and other chemicals proposed for use.

v. A description and plan of all equipment and methods that will be employed to stop any impact to adjacent uses, including assurances that no odor will be detected from outside the Location.

vi. A statement of previous farming experience.

vii. Planned source of seeds or propagules.

8. Any License Application that is missing required information shall be subject to denial.

9. The Commission shall notify applicants by letter or email whether the application has been denied or conditionally approved.

10. Producers and the Commission shall retain all information required by this Section V(A) for at least three (3) calendar years.

B. Criminal History Reports.

1. Each Applicant/Producer, and if the Applicant is an entity, persons with a financial interest in the applicant, and all Key Participants of the Applicant/Producer shall submit Criminal History Reports with the application.

2. The Criminal History Report shall consist of a current Federal Bureau of Investigation Identity History Summary.

3. The Criminal History Report shall be dated within sixty (60) days of the submission of the application material.

4. The criminal History Report must indicate that the applicant shall not have had a felony conviction related to a controlled substance within the past ten (10) years.

(Source: WOS 2020-015, May 30, 2020, Section V)

7.1906 LOCATION OR LAND PERMIT

A. A licensed Producer shall not plant or grow any cannabis that is not Hemp.

B. A licensed Producer shall not plant or grow Hemp or other cannabis on any site not listed in the Producer licensing agreement.

C. A licensed Producer shall not grow Hemp or other cannabis in or adjacent to any structure that is used for residential purposes.

D. A licensed Producer shall not handle or store leaf or floral material from Hemp or other cannabis in or adjacent to any structure that is used for residential purposes.

E. Hemp shall be physically segregated from other crops unless prior approval is obtained in writing from the Commission.

F. A licensed Producer shall not plant Hemp or other cannabis plants in an outdoor growing location of less than one-quarter acre and 1,000 plants unless prior approval is received in writing from the Commission.

G. A licensed Producer shall not grow Hemp or other cannabis in any outdoor field or site that is located within 1,000 feet of a school or a public recreational area.

H. An applicant or licensed Producer shall not include any property on his or her application or Site Modification Request, to grow or cultivate Hemp that is not owned or completely controlled by the applicant or licensed Producer.

I. A licensed Producer shall not grow, handle, or store Hemp or other cannabis on property owned by, leased from, or previously submitted in a license application by any person who is ineligible or was terminated, or denied a license.

(Source: WOS 2020-015, May 30, 2020, Section VI)

7.1907 APPEALS

A. Any person who would like to challenge a denial of a license or a suspension of a license must request a hearing before the Commission, prior to an appeal being filed in Tribal Court. The Commission Hearing shall be open to the public and occur at a time and date and location designated by the Commission.

B. The Court shall uphold the decision of the Commission unless the Court determines that the Commission's decision is clearly arbitrary, capricious, or otherwise not in accordance with applicable law or regulations.

(Source: WOS 2020-015, May 30, 2020, Section VII)

7.1908 PRODUCER LICENSING AGREEMENTS

A. An applicant shall not be a participant in the Commission's program until the conditionally approved applicant and the Commission have executed a Producer licensing agreement.

B. The agreement shall have a consent to entry onto, and inspection of, all premises where Hemp or other cannabis plants or materials are located, or licensed to be located, by representatives of the Commission and law enforcement agencies, with or without cause, with or without advance notice.

C. Consent to forfeiture and destruction, without compensation, of:

1. Material found that exceeds the Acceptable Hemp THC Level.

2. Hemp plants located in an area that is not licensed by the Commission

3. Hemp plants not accounted for in required reporting to the Commission.

D. The Applicant agrees to apply for registration of all Hemp Production locations, including a legal description of the location, GPS coordinates or Geospatial location, and receive Commission approval for those locations prior to having Hemp on those premises.

E. The Applicant acknowledges that licensed Producers shall submit a Site Modification Request Form, the appropriate fees based on the requested changes, and obtain prior written approval from a representative of the Commission before implementing any change to the licensed sites stated in the Producer licensing agreement, and that Hemp Production site changes shall be subject to a site modification surcharge.

F. The Applicant acknowledges that Hemp shall not be Produced in any location other than the location listed in the Producer licensing agreement.

G. The Applicant agrees not to interplant Hemp with any other crop.

H. The Applicant acknowledges that anyone applying pesticides to Hemp shall hold a pesticide license and apply pesticides in accordance with regulations or the agreement.

I. The Applicant acknowledges that licensed Producers shall comply with restrictions established by the Commission limiting the transportation of Hemp plants and plant parts.

J. The Applicant acknowledges that the risk of financial or other loss shall be borne solely by the licensed Producer.

K. The Applicant agrees that any time Hemp is in transit, a copy of the Producer licensing agreement, a copy of the pre-harvest test results that correspond to the Harvest Lot in transit as identified by the Harvest Lot Identifier that accompanies the Hemp, a copy of the transport manifest that includes all information required to be documented by the Commission or the Tribe, and any other documentation that may be required by the Tribe, the Commission, or the USDA, shall be available for inspection upon the request of a representative of the Commission or a law enforcement agency.

L. The Applicant agrees that, upon request from a representative of the Commission or a law enforcement agency, a licensed Producer shall immediately produce a copy of his or her Producer licensing agreement for inspection.

M. The Applicant agrees to submit Planting Reports, Harvest/Destruction Reports, and

Production Reports, and other reports required by the Commission or any federal authority, to which the Producer has agreed, on or before the deadlines established in this Statute.

N. The Applicant agrees to scout and monitor unregistered fields for volunteer cannabis plants and to destroy those volunteer cannabis plants for three (3) years past the last date of planting reported to the Commission.

O. The Applicant agrees not to employ or rent land to Produce Hemp from any person who was terminated or denied admission to the program for one (1) or both of the following reasons:

1. Failure to obtain an acceptable Criminal History Report; or
2. Failure to comply with an order from a representative of the Commission.

P. The Applicant agrees that land used for the Production of Hemp shall not be owned by or leased from any person who was terminated, or denied admission to the program for one (1) or both of the following reasons:

1. Failure to obtain an acceptable Criminal History Report or
2. Failure to comply with an order from a representative of the Commission.

Q. The Applicant agrees to notify the Commission of any interaction with law enforcement immediately by phone and follow-up in writing within three (3) calendar days of the occurrence.

R. The Applicant agrees to notify the Commission of any theft of cannabis materials, whether growing or not.

S. Failure to agree or comply with terms and conditions established in the Producer licensing agreement shall constitute grounds for appropriate Commission action, up to and including termination of the Producer licensing agreement and expulsion from the Commission's program.

T. A person who has been expelled from the program shall not be eligible to reapply to the program for a period of five (5) years from the date of expulsion.

U. Failure to agree and sign the Producer licensing agreement shall terminate conditional approval and a licensing agreement shall not be executed.

(Source: WOS 2020-015, May 30, 2020, Section VIII)

7.1909 REGULATIONS FOR SAMPLING AND THC TESTING

A. The Commission shall adopt Regulations for Sampling, Testing, and Post-Testing Actions consistent with this Statute, applicable federal law, and that contain the following, but not limited to:

1. Handling Procedures of Pre-Harvest Samples

2. Pre-Harvest Sampling Procedure

3. A *Harvest/Destruction Report* Form and Reporting consistent with federal law.

4. Time-frames and Producer Responsibilities.

5. Inspections and sample collection.

6. Process for harvested materials from Varieties of Concern.

7. Floral materials harvested for testing.

8. Notification and reporting consistent with federal law.

9. Equipment Used.

10. Selecting Samples for Testing

B. Any regulations promulgated or required in accordance with this Statute shall be consistent with applicable federal law, follow the Tribe's Administrative Procedures Act and be

submitted to Tribal Council for approval. Any changes to the Tribal plan will be submitted to the USDA for approved, before implementation.

(Source: WOS 2020-015, May 30, 2020, Section IX)

7.1910 SITE MODIFICATIONS AND SITE MODIFICATION SURCHARGE FEES

A. A licensed Producer who elects to Produce Hemp on a site other than the sites specified by a legal description and the GPS coordinates or Geospatial location listed in the Producer licensing agreement shall submit a Site Modification Request Form, and obtain written approval from a representative of the Commission, prior to planting at the proposed location. The Commission shall report any location change to the FSA.

B. Any request for a new hemp production location shall comply with the land use restrictions.

C. The Commission shall charge a site modification surcharge fee for each new production location, be it an individual field or greenhouse or indoor structure, where Hemp will be planted.

D. The Commission shall not approve a site modification request for a new production location until the Commission has received the site modification surcharge fee.

(Source: WOS 2020-015, May 30, 2020, Section X)

7.1911 SEED ACQUISITION WITHIN THE UNITED STATES

A. A person shall not acquire seeds or propagules from a source within the United States without first:

1. Submitting a complete Domestic Seed/Propagule Request form, and

2. Obtaining written approval of the Domestic Seed/Propagule Request from a representative of the Commission.

B. The Commission shall not approve a Domestic Seed/Propagule Request unless the licensed Producer affirms in writing that the requested seed acquisition plan shall not infringe on the intellectual property rights of any person.

C. A person submitting a Domestic Request form shall submit to the Commission documentation showing that mature plants grown from that seed variety or strain have a floral material delta-9-THC content of not more than 3,000 ppm on a dry weight basis from an independent third-party laboratory.

D. A person submitting a Domestic Seed/Propagule Request form shall submit to the Commission documentation verifying the seed or propagule source as a current legal Hemp operation in the state of origin.

E. A person acquiring seeds or propagules shall arrange for the seeds or propagules to arrive at the Commission for inventory and distribution.

F. Upon request from a representative of the Commission, a licensed Producer shall provide a distribution list showing locations where and to whom the Hemp seeds were distributed following inventory at the Commission's facility.

(Source: WOS 2020-015, May 30, 2020, Section XI)

7.1912 SEED ACQUISITION FROM A SOURCE OUTSIDE THE UNITED STATES

A. A person seeking to obtain seeds from an international source shall submit a complete International Seed Request form to the Commission

B. Hemp seeds can be imported from Canada if accompanied by either:

1. A phytosanitary certification from Canada's national plant protection organization to verify the origin of the seed and confirm that no plant pests are detected; or

2. A Federal Seed Analysis Certificate for hemp seeds grown in Canada.

C. Importation of seeds from countries other than Canada shall be accompanied by a phytosanitary certificate from the exporting country's national plant protection organization to verify the origin of the seed and confirm that no plant pests are detected.

D. Hemp seed shipments may be inspected upon arrival at the first port of entry by Customs and Border Protection (CBP) to ensure USDA regulations are met, including certification and freedom from plant pests.

E. All licensed Producers intending to plant the requested seed shall be listed on the request form.

F. The Commission shall not approve an International Seed Request form unless the licensed Producer affirms in writing that the licensed Producer's planned activities shall not infringe on the intellectual property rights of any person.

G. A person submitting an International Seed Request form shall submit to the Commission documentation showing that mature plants grown from that seed variety have a floral material delta-9-THC content of not more than .3% on a dry weight basis.

H. A person acquiring seeds or propagules from a source outside the United States shall arrange for the seeds or propagules to arrive at the Commission's facility, for inventory and distribution.

I. Upon request from a representative of the Commission, a licensed producer shall provide a distribution list showing locations where and to whom the imported Hemp seeds were distributed following inventory at the Commission's facility.

(Source: WOS 2020-015, May 30, 2020, Section XII)

7.1913 SEEDS OF WILD, LANDRACE, OR UNKNOWN ORIGIN

A. A person shall not acquire or grow Hemp or cannabis seeds or propagules of wild, landrace, or unknown origin without first obtaining written approval from a representative of the Commission.

B. The Commission shall not permit Hemp or cannabis seeds or propagules of wild, landrace, or unknown origin to be planted, cultivated, or replicated by any person without the Commission first arranging for replication and THC testing of mature plants grown from the seeds or propagules by the Commission or its designee.

C. Any licensed Producer found to have saved seed, propagules, or cuttings, or cultivated seeds, propagules, or cuttings from a cannabis plant of wild, landrace, or unknown origin, without advance written permission from the Commission shall be subject to suspension or revocation of his or her license and forfeiture without compensation of his or her materials.

(Source: WOS 2020-015, May 30, 2020, Section XIII)

7.1914 PLANTING REPORTS FOR OUTDOOR PLANTINGS

A. A licensed Producer shall submit to the Commission a complete and current Field Planting Report, within fifteen (15) days after every planting, including replanting, of seeds or propagules in an outdoor location.

B. Each Field Planting Report shall identify the:

1. Correct variety name as designated upon approval of the acquisition request or as approved by the Commission.

2. Field location ID as listed in the Producer licensing agreement.

3. Primary intended use of the harvest for each planting.

C. A licensed Producer who does not plant Hemp in an approved outdoor site listed in the Producer license agreement shall submit a Field Planting Report, on or before July 31, stating that Hemp has not and shall not be planted at that site.

(Source: WOS 2020-015, May 30, 2020, Section XIV)

7.1915 PLANTING REPORTS FOR INDOOR PLANTINGS

A. A licensed Producer shall submit to the Commission a complete and current Greenhouse/Indoor Planting Report within fifteen (15) days after establishing plants at an indoor location.

B. Each Greenhouse/Indoor Planting Report shall identify the:

1. Correct Hemp variety name as designated in the Domestic Seed/Propagule Request form or International Seed Request form and approved by the Commission.

2. Greenhouse or indoor growing location ID as listed in the Producer licensing agreement.

3. Primary intended use for the harvest of each planting.

C. In addition to the initial Greenhouse/Indoor Planting Report, a licensed Producer with an approved greenhouse or indoor growing site shall submit quarterly reports for each location ID to the Commission, such Reports shall be due no later than March 31, June 30, September 30, and December 31.

(Source: WOS 2020-015, May 30, 2020, Section XV)

7.1916 SITE ACCESS FOR REPRESENTATIVES OF THE COMMISSION, USDA AND LAW ENFORCEMENT AGENCIES

A. The Commission shall provide information about approved growing, processing, handling, and storage site locations to Tribal Law Enforcement, USDA, DEA, and other law enforcement agencies whose representatives request registered site information, including legal description and GPS coordinates.

B. Licensed Producers shall have no reasonable expectation of privacy with respect to premises where Hemp or other cannabis seeds, plants, or materials are located, and any premises listed in the Producer licensing agreement.

C. A licensed Producer, whether present or not, shall permit a representative of the Commission or a law enforcement agency to enter into premises where Hemp or other cannabis seeds, plants, or materials are located and any premises listed in the Producer licensing agreement with or without cause and with or without advanced notice.

(Source: WOS 2020-015, May 30, 2020, Section XVI)

7.1917 PESTICIDE USE

A. A licensed Producer who uses a pesticide on Hemp shall be certified to apply pesticides by the Commission regulations.

B. A licensed Producer who is certified to apply pesticides by the Commission shall not use, or be eligible to use pesticides to Hemp in violation of the product label.

C. A licensed Producer shall not use any pesticide in violation of the product label.

D. A licensed Producer who uses a pesticide on a site where Hemp will be planted shall comply with the longest of any planting restriction interval on the product label prior to planting the Hemp.

E. The Commission may perform pesticide testing on a random basis or if representatives of the Commission have reason to believe that a pesticide may have been applied to Hemp in violation of the product label.

F. Hemp seeds, plants, and materials bearing pesticide residue in violation of the label shall be subject to forfeiture or destruction without compensation.

(Source: WOS 2020-015, May 30, 2020, Section XVII)

7.1918 RESPONSIBILITY OF A LICENSED GROWER PRIOR TO HARVEST OF HARVEST LOTS; SAMPLING PROCEDURES

A. The Commission may collect samples of any cannabis material prior to harvest at any

time.

B. Within 15 days prior to the anticipated harvest of cannabis plants, a producer shall have an approved Federal, State, local law enforcement agency or other USDA designated person collect samples from the flower material of such cannabis material for delta-9 tetrahydrocannabinol concentration level testing.

C. The method used for sampling from the flower material of the cannabis plant must be sufficient at a confidence level of 95 percent that no more than one percent (1%) of the plants in the Harvest lot would exceed the acceptable hemp THC level. The method used for sampling must ensure that a Representative sample is collected that represents a homogeneous composition of the Harvest lot. The Commission shall enact regulations governing sampling procedures that conform to USDA requirements.

D. During a scheduled sample collection, the Producer or an authorized representative of the Producer shall be present at the growing site.

E. Representatives of the Commission shall be provided with complete and unrestricted access to all Hemp and other cannabis plants, whether growing or harvested, and all land, buildings, and other structures used for the cultivation, handling, and storage of all Hemp and other cannabis plants. and all locations listed in the Producer license.

F. The licensed Producer shall not harvest the cannabis crop prior to samples being taken, and shall harvest the crop not more than fifteen (15) days following the date of sample collection.

G. Samples of hemp plant material from one Harvest lot shall not be commingled with hemp plant material from other Harvest lots.

H. Floral materials harvested for phytocannabinoid extraction shall not be moved outside the Territory of the Tribe, nor commingled, nor extracted, until the Commission releases the material in writing.

I. A licensed Producer who fails to submit a Harvest/Destruction Report or who does submit a Harvest/Destruction Report and proceeds to harvest a crop prior to a sample being

collected by an approved Federal, State, local law enforcement agency or other USDA designated person shall be subject to revocation of his or her license and such other penalties authorized by this Statute and federal law.

(Source: WOS 2020-015, May 30, 2020, Section XVIII)

7.1919 THC TESTING

A. Standard testing procedures are specified for samples taken in accordance with the Sampling Procedures for the USDA Hemp Program to measure the delta-9 tetrahydrocannabinol (THC) concentration levels of those samples on a dry weight basis. The THC testing procedures shall be in accordance with USDA guidelines, and shall be adopted by regulation of the Commission.

B. The Commission's Regulations must include a procedure for testing that is able to accurately identify whether the sample contains a delta-9 tetrahydrocannabinol content concentration level that exceeds the acceptable hemp THC level. The procedure must include a validated testing methodology that uses postdecarboxylation or other similarly reliable methods. The testing methodology must consider the potential conversion of delta-9 tetrahydrocannabinolic acid (THC-A) in hemp into THC and the test result measures total available THC derived from the sum of the THC and THC-A content. Testing methodologies meeting these requirements include, but are not limited to, gas or liquid chromatography with detection. The total THC concentration level shall be determined and reported on a dry weight basis.

(Source: WOS 2020-015, May 30, 2020, Section XIX)

7.1920 PROCEDURS FOR DISPOSAL/DESTRUCTION OF NON-COMPLIANT CANNIBIS PLANTS

A. Non-Compliant Plant Destruction

1. Cannabis plants exceeding the Acceptable Hemp THC Level constitute marijuana, a schedule 1 controlled substance under the Controlled Substances Act (CSA), 21 U.S.C.

801 et seq., and must be disposed of in accordance with the CSA and DEA regulations.

2. When a hemp sample tests above the Acceptable Hemp THC Level, the material from the production area which the sample represents must be destroyed by a person authorized under the CSA to handle marijuana, such as a DEA-registered reverse distributor, or a duly authorized Federal, Tribal, State, or local law enforcement officer or their designee.

3. Producers must notify the Commission and USDA of their intent to dispose of non-conforming plants and verify disposal by submitting required documentation. This can be accomplished by providing the Commission and the USDA with a copy of the documentation of disposal provided by the reverse distributor and with the "USDA Hemp Plan Producer Disposal Form."

(Source: WOS 2020-015, May 30, 2020, Section XX)

7.1921 TRANSPORTATION REQUIREMENTS

A. The Licensee or other Person responsible for the transportation of a Hemp Crop grown under this Statute must ensure that the following documentation accompanies the Hemp crop at all times during transport:

1. a copy of the Producer license that corresponds to the Harvest Lot, Location and/or Registered Land Area from which the Hemp originated;

2. a copy of the test results, as set forth in Section XXIV(C), that correspond to the to the Harvest Lot in transit as identified by the Harvest Lot Identifier that accompanies the Hemp.

3. a copy of the transport manifest that includes all information required to be documented by the Commission or the Tribe.

4. any other documentation that may be required by the Tribe, the Commission, or the USDA.

(Source: WOS 2020-015, May 30, 2020, Section XXI)

7.1922 RESTRICTIONS ON SALE OR TRANSFER

A. A licensed producer shall not sell or transfer, or permit the sale or transfer, of living plants, viable seeds, leaf material, or floral material to any person without prior approval by the Commission.

B. The Commission shall permit the sale or transfer of stripped stalks, fiber, dried roots, nonviable seeds, seed oils, floral and plant extracts (excluding THC in excess of the Acceptable Hemp THC Level), and other marketable Hemp products to members of the general public, if the marketable Hemp product's delta-9-THC level does not exceed the Acceptable Hemp THC Level.

C. A licensed Producer selling or transferring, or permitting the sale or transfer, of hemp, shall retain testing data or results for at least three (3) calendar years demonstrating that the delta-9-THC level is not more than the Acceptable Hemp THC Level.

D. Licensed Producers shall comply with the federal Food Drug and Cosmetic Act, 21 U.S.C. Chapter 9, and all other applicable federal laws and regulations relating to product development, product manufacturing, consumer safety, and public health.

(Source: WOS 2020-015, May 30, 2020, Section XXII)

7.1923 OTHER PROHIBITED ACTIVITIES

A. A licensed Producer shall not plant or grow Hemp on any site not listed in the Producer licensing agreement.

B. A licensed Producer shall not allow unsupervised public access to Harvest Lots, including activities such as a Hemp maze.

C. A person shall not ship or transport, or allow to be shipped or transported, live Hemp

plants, cuttings for planting, or viable seeds from a variety that is currently designated by the Commission as a prohibited variety.

D. A person shall not ship or transport, or allow to be shipped or transported, any Hemp product with a delta-9-THC concentration in excess of the Acceptable Hemp THC Level.

(Source: WOS 2020-015, May 30, 2020, Section XXIII)

7.1924 OTHER REQUIRED REPORTS FOR PRODUCERS

A. All licensed Producers shall report hemp crop acreage with FSA and shall provide, at a minimum, the following information:

1. Street address, and to the extent practicable, geospatial location for each Harvest lot or greenhouse where hemp will be produced. If an applicant/Producer produces in more than one location, that information shall be provided for all production sites.

2. Acreage dedicated to the production of hemp, or greenhouse or indoor square footage dedicated to the production of hemp

3. License or authorization identifier.

B. A licensed Producer shall submit a completed report to the Commission annually detailing the total acreage of hemp planted, harvested, and if applicable, disposed.

C. **Test results report**. Each Producer must ensure that the DEA-registered laboratory that conducts the test of the sample(s) from its Harvest lots reports the test results for all samples tested to USDA. The Test Results report shall contain the information described in this paragraph (2) for each sample tested:

1. Producer's license or authorization identifier.

2. Name of Producer.

3. Business address of Producer.

4. Harvest Lot identification number for the sample.

5. Name and DEA registration number of laboratory.

6. Date of test and report.

7. Identification of a retest.

8. Test result, including the measurement of uncertainty.

D. A licensed Producer's failure to submit an accurate and complete report that is required by this Statute, the Commission or the USDA before the deadline established by the Commission or the USDA shall constitute grounds for the Commission to terminate the Producer licensing agreement and deny future applications for licensure.

(Source: WOS 2020-015, May 30, 2020, Section XXIV)

7.1925 INFORMATION SUBMITTED TO THE COMMISSION SUBJECT PUBLIC DOCUMENTS STATUTE

Information and documents generated or obtained by the Commission in connection with the program shall be subject to disclosure pursuant WOS 2010-009 Public Documents Statute, as amended. Personal and confidential business information shall be exempt.

(Source: WOS 2020-015, May 30, 2020, Section XXV)

7.1926 IMMEDIATE LICENSE SUSPENSION

A. The Commission shall immediately suspend a license, without an opportunity for a hearing, if the licensed person pleads guilty to, or is convicted of, any felony related to a controlled substance.

B. The Commission shall immediately suspend a license, without an opportunity for a

hearing, if the licensed person or his or her agent admits to having made any false statement to the Commission or its representative or failed to comply with any instruction or order from the Commission, a representative of the Commission, or any federal or tribal law enforcement officer.

(Source: WOS 2020-015, May 30, 2020, Section XXVI)

7.1927 NEGLIGENT VIOLATIONS; CORRECTIVE ACTION PLANS

A. Negligent Violations. Negligent Producer violations include, but are not limited to:

1. Failure to provide a legal description of land on which the Producer produces hemp;

2. Failure to obtain a license or other required authorization from the Commission;

3. Production of cannabis with a delta-9 tetrahydrocannabinol concentration exceeding the Acceptable Hemp THC Level. Hemp producers do not commit a negligent violation under this paragraph if they make reasonable efforts to grow hemp and the cannabis (marijuana) does not have a delta-9 tetrahydrocannabinol concentration/Acceptable Hemp THC Level of more than 0.5 percent on a dry weight basis.

4. Any other violation of this Statute, except for violations committed with a culpable mental state greater than negligence.

B. Corrective Action Plans for Negligent Violations.

1. A person who is found by the Commission to have negligently violated this Statute, or any statute or administrative regulation governing that person's participation in the hemp program shall be subject to a corrective action plan.

2. Corrective action plans issued by the Commission shall include, at a minimum, the following information:

i. A reasonable date by which the person shall correct his or her violation; and;

ii. A requirement for periodic reports from the person to the Commission about the person's compliance with the corrective action plan, statutes, and administrative regulations for a period of at least two (2) calendar years from the date of the negligent violation.

3. A hemp Producer that negligently violates any USDA approved State or Tribal Plan or any tribal law or regulation regulating hemp shall not as a result of that violation be subject to any criminal enforcement action by the Federal, State, Tribal or local government.

4. A hemp Producer that negligently violates any USDA approved State or Tribal Plan or any tribal law or regulation regulating hemp three (3) times in a five (5)-year period shall be ineligible to produce hemp for a period of five (5) years beginning on the date of the third violation.

5. The Commission shall conduct an inspection to determine if the corrective action plan has been implemented as submitted.

(Source: WOS 2020-015, May 30, 2020, Section XXVII)

7.1928 VIOLATIONS WITH A CULPABLE MENTAL STATE GREATER THAN NEGLIGENCE

A. Mandatory Reports to Tribal and Federal Law Enforcement Agencies for Violations with a Culpable Mental State Greater Than Negligence.

1. A person who is found by the Commission to have violated this Statute, federal law, or any tribal administrative regulation governing that person's participation in the hemp program with a culpable mental state greater than negligence shall be subject to the requirements set forth in this section.

2. The Commission shall *immediately* report a person who is found to have violated this Statute or any administrative regulation governing that person's participation in the hemp program with a culpable mental state greater than negligence to the following law enforcement agencies:

i. The Attorney General of the United States; and

ii. The Chief of the Tribal Police Department.

3. Felonies. Any person convicted of a felony relating to a controlled substance under State, Tribal or Federal law within the prior ten (10) years shall be ineligible to participate in the Tribe's Hemp Program.

i. An exception applies to a person who was lawfully growing hemp under the 2014 Farm Bill before December 20, 2018 whose conviction also occurred before that date.

ii. For Producers that are entities, all Key Participants and persons with an ownership interest in the entity shall be considered to be participating in the plan and subject to the felony restriction for purposes of paragraph (3) of this Section.

iii. Any person who materially falsifies any information contained in a Producer application to participate in the Tribe's Hemp Program shall be ineligible to participate in the Tribe's Hemp Program.

4. Civil Penalties. If the Commission receives information supporting a finding that it is more likely than not that a person has engaged in conduct violating a provision this Statute or the Tribe's hemp Regulations, or the licensing agreement, with a culpable mental state greater than negligence, then the Commission shall bar that person from participating in the Tribe's Hemp Program for a minimum of five (5) years, and may assess a monetary civil penalty in an amount not to exceed $2,500.

(Source: WOS 2020-015, May 30, 2020, Section XXVIII)

7.1929 HEARINGS ON VIOLATIONS

A. Hearings; Consequences.

1. Upon receiving information that a Producer has violated any USDA approved State or Tribal plan, this Statute, any federal law, or any tribal administrative regulation governing that person's participation in the hemp program, the Commission shall provide reasonable notice to the Producer of the date when a hearing will occur to determine if a violation has occurred.

2. Hearings shall be open to the tribal membership.

3. The Producer shall appear in person at the assigned hearing time. Failure to appear on time shall constitute a waiver of the person's right to present information and arguments that a violation has not occurred.

4. A representative of the Commission shall be allowed an opportunity to present information and arguments regarding the alleged violation.

5. The Producer shall allow an opportunity to present information and arguments.

6. If the Commission finds that it is more likely than not that a Producer negligently violated any USDA approved State or Tribal plan, this Statute any federal law, or any tribal administrative regulation governing that person's participation in the hemp program, the provisions of Section XXVI of this Statute shall apply.

7. If the Commission determines that it is more likely than not that a Producer violated any USDA approved State or Tribal plan, this Statute, federal law, or any tribal administrative regulation governing that person's participation in the hemp program with a culpable mental state greater than negligence, then Section XXVII of this Statute shall apply, and the person shall be barred from participation in the Tribe's Hemp Program in any capacity for a minimum period of five (5) years.

8. If the Commission determines that no violation has occurred, the proceedings shall be dismissed.

9. Any person who disagrees with the Commission's decision, after a hearing has been held, may appeal the Commission's decision to Tribal Court.

10. The Court shall uphold the decision of the Commission unless the Court determines that the Commission's decision is clearly arbitrary, capricious, or otherwise not in accordance with applicable law or regulations.

B. A person who is found by the Commission to have negligently violated any USDA approved State or Tribal plan, this Statute, federal law, or any tribal administrative regulation governing that person's participation in the hemp program three (3) times in a five (5) year period shall be ineligible to hold a license for a period of five (5) years beginning on the date of the third violation.

(Source: WOS 2020-015, May 30, 2020, Section XIX)

7.1930 COMMISSION REPORTS TO THE USDA

A. **Hemp Producer Report**. The Commission shall collect, maintain and report to the Secretary relevant, real-time information for each producer licensed or authorized to produce hemp under this Statute as set forth in this Section, and shall submit to USDA, by the first of each month, a report providing the contact information and the status of the license or other authorization issued for each Producer covered under this Statute. If the first of the month falls on a weekend or holiday, the report is due by the first business day following the due date. The report shall be submitted using a digital format compatible with USDA's information sharing systems, whenever possible. The report shall contain the information described in this Section.

1. Producer Information.

i. For each new Producer who is an individual and is licensed or authorized under this Statute, the report shall include full name of the individual, license or authorization identifier, business address, telephone number, and email address (if available).

ii. For each new Producer that is an entity and is licensed or authorized under this Statute, the report shall include full name of the entity, the principal business location address, license or authorization identifier, and the full name, title, and email address (if available) of each employee for whom the entity is required to submit a criminal history record report.

iii. For each Producer that was included in a previous report and whose reported information has changed, the report shall include the previously reported information and the new information.

2. Location Information.

i. A legal description of the land on which the producer will produce hemp in the Territory of the Tribe, including its geospatial location.

3. The status and number of each Producer's license or authorization.

4. The period covered by the report.

5. The information set forth in Section XXIV(B) of this Statute.

6. Indication that there were no changes during the current reporting cycle, if applicable.

B. Report of occurrence of cannabis plants or plant material that do not meet the definition of Hemp. The Commission shall promptly notify the Administrator by certified mail or electronically of any occurrence of cannabis plants or plant material that do not meet the definition of hemp and attach the records demonstrating the appropriate disposal of all of those plants and materials in the Harvest lot from which the representative samples were taken.

C. Hemp Disposal Report. If a Producer has produced cannabis exceeding the Acceptable Hemp THC Level, the cannabis must be disposed of in accordance with the Controlled Substances Act and DEA regulations. The Commission shall submit to USDA, by the first of each month, a report notifying USDA of any occurrence of non-conforming plants or plant material and providing a disposal record of those plants and materials. This report would include information regarding name and contact information for each Producer subject to a disposal during the reporting period, and date disposal was completed. If the first of the month fall on a

weekend or holiday, reports are due by the first business day following the due date. The report shall contain the information described in this paragraph (7).

1. Name and address of the Producer.

2. Producer license or authorization identifier.

3. Location information, such as Harvest lot identifier, location type, and geospatial location or other location descriptor for the production area subject to disposal.

4. Information on the agent handling the disposal.

5. Disposal completion date.

6. Total acreage.

D. **Annual report**. The Commission shall submit an annual report to USDA. The Report form shall be submitted by December 15 of each year and contain the information described in this paragraph.

1. Total planted acreage.

2. Total harvested acreage.

3. Total acreage disposed.

(Source: WOS 2020-015, May 30, 2020, Section XXX)

7.1931 COMMISSION TO RETAIN INFORMATION ABOUT GROWING LOCATIONS

A. The Commission shall collect and retain for a period of at least three calendar years, the legal description, geospatial location, and Location ID information for every site or location where the Tribe has approved hemp to be Produced.

(Source: WOS 2020-015, May 30, 2020, Section XXXI)

7.1932 REGULATIONS

Any regulations promulgated or required in accordance with this Statute shall be submitted to Tribal Council for approval.

(Source: WOS 2020-015, May 30, 2020, Section XXXII)

7.1933 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this Statute is found by a court of competent jurisdiction to violate the Constitution, laws or Statutes of the Little Traverse Bay Bands of Odawa Indians or federal law, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this Statute, the entirety of the balance of this Statue remain in full and binding force and effect.

(Source: WOS 2020-015, May 30, 2020, Section XXXIII)

7.1934 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto, and upon approval by the Secretary of the United States Department of Agriculture or his or her designee.

(Source: WOS 2020-015, May 30, 2020, Section XXXIV)

Chapter 20. Tribal Burial Board

7.2001 PURPOSE

The purpose of this Statute is to establish the law that governs the Tribal Burial Board.

(Source: WOS 2020-008, May 1, 2020, Section I)

7.2002 DEFINITIONS

A. "*Burial Ground*" means the land set aside for the specific purpose of earth interments;

B. *"Plot"* means a space of sufficient size to accommodate an interment.

C. *"Territorial Jurisdiction of the Little Traverse Bay Bands of Odawa Indians"* means "areas referenced in Public Law 103-324, 25 USC Section 1300k-2(b)(2)(A) as the boundaries *of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat.621."* Little Traverse Bay Bands Constitution, Article V(A)(1)(a).

D. *"Tribe"* means the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2020-008, May 1, 2020, Section II)

7.2003 TRIBAL BURIAL BOARD

A. A Burial Board shall be governed by a Tribal Charter Corporation, limited liability company or other legally approved entity, and shall comply with this Statute. The Board shall manage the Tribal Burial Grounds as designated by Tribal Council through approved regulations for the following areas:

1. The use, care, control, management, restriction, and protection of the burial grounds;

2. Restrict the use of burial ground property;

3. Regulate the placement, uniformity, class, and kind of markers, and other structures, if any, as part of the burial ground;

4. Regulate the planting and care of plants in the burial ground;

5. Prevent the interment of remains not entitled to be interred in the burial ground;

6. Prevent the use of a plot for a purpose that violates the burial ground board's restrictions;

7. Regulate the conduct of persons on burial ground property and to prevent improper meetings at the burial ground; and

8. Other purposes for the protection of the premises and the principles, plans, and ideals on which the burial ground was organized.

B. The Board shall submit for Tribal Council approve a site map that delineates plats, or property that will be used exclusively for burial ground purposes.

C. The Tribal Burial Board is authorized to develop, own, lease, operate, manage, maintain, promote and finance economic opportunities that are inconjunction or ancillary to burials, including but not limited to mortuary services, funeral services, casket-manufacturing, and cremation services.

D. The Tribal Burial Board is authorized to manage Natural Burial Grounds and/or other burial grounds as designated by Tribal Council.

(Source: WOS 2020-008, May 1, 2020, Section III)

7.2004 SALE OF PLOTS

A. Only the Burial Board may sell and convey the exclusive right of burial in a plot.

B. Rights in burial plots may not be reconveyed from an individual to another individual, unless there is prior approval by the Burial Board.

C. An individual may convey or sell back the burial plot to the Burial Board.

(Source: WOS 2020-008, May 1, 2020, Section IV)

7.20005 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws or ordinances of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2020-008, May 1, 2020, Section V)

7.2006 EFFECTIVE DATE

Effective upon signature of the Executive or shall be deemed enacted if not expressly vetoed by the Executive within thirty (30) days of submission. The Tribal Council may, by an affirmative vote of seven (7) members of the Tribal Council, override a veto by the Executive.

(Source: WOS 2020-008, May 1, 2020, Section VI)

TITLE VIII. HOUSING AND LAND PARCELS

Chapter 1. Housing Commission

8.101 SHORT TITLE, PURPOSE, AND REPEAL OF PRIOR STATUTE

A. Short Title. This Statute may be cited as the "Housing Commission Act."

B. Purpose. The purpose of this Statute is to set up a Housing Commission that will act in an advisory capacity to the Tribal Council in the research, funding, development and monitoring of Tribal housing.

C. Repeal of Prior Statute. The Little Traverse Bay Bands of Odawa Indians Odawa Housing Council Ordinance (Waganakising Odawak Statute 1997003), and all amendments thereto, are hereby repealed as of the effective date of this Statute.

(Source: WOS 1998009, June 21, 1998, Section I)

8.102 CREATION OF THE HOUSING COMMISSION

A. Creation of Commission. The Tribal Council hereby creates the Housing Commission, which shall consist of seven (7) LTBB Tribal members at least eighteen years of age appointed by the Tribal Council. Members of the Tribal Council may be appointed to the Commission.

B. Term and Compensation. Members of the Housing Commission shall be appointed to serve for four (4) year terms. Members may be reappointed for additional terms without limitation. Provided, to stagger terms, when the Tribal Council makes initial appointments, three people shall be appointed to three (3) year terms, and four people shall be appointed to four (4) year terms. All appointments thereafter shall be for four (4) year terms. The Commission shall appoint separate individuals from within the Commission to serve as chairperson, vice-chairperson, and secretary for terms of (2) years. There shall be no limit on reappointment. The Tribal Council may determine and authorize compensation to be paid to members of the Commission based upon the Tribal Council's determination of the time required to be expended upon Commission duties and the qualifications of the appointed Commissioners. The term of office shall extend until a person’s replacement is sworn in or the person is reappointed.

C. Oath of Office. Upon appointment, the Tribal Court shall administer the oath of office to the members of the Housing Commission which oath of office shall include a commitment to uphold the Constitution and laws of the Little Traverse Bay Bands of Odawa Indians and to perform faithfully and diligently the duties and responsibilities set forth in this Statute.

D. Vacancies. In the event a vacancy occurs in the Housing Commission, by virtue of death, resignation or removal, the Tribal Council shall appoint a qualified Tribal member to fill the remaining term of office.

E. Removal. Commission members may be removed for the reasons, and following

the procedures set out in the Removal of Commissioners and Nepotism Statute (Waganakising Odawak Statute 1997005), or such successor statute as the Tribal Council may enact and make applicable to the Commission.

F. Continuation of Current Housing Council Appointees. The members of the Board of the Odawa Housing Council who are serving under Waganakising Odawak Statute 1997003 on the effective date of this Statute are deemed members of the Housing Commission to serve until the date that their terms would have expired under Waganakising Odawak Statute 1997003 or until a successor is sworn in to replace them.

(Source: WOS 1998009, June 21, 1998, Section II)

8.103 DUTIES OF THE HOUSING COMMISSION

The Housing Commission shall have the following duties:

A. Develop proposed plans and policies for the development of Tribal housing that will provide for diverse, aesthetically pleasing, healthy, and environmentally sound residential communities for Tribal members of all income levels, and recommend such proposals and plans to the Tribal Council for approval.

B. The Commission will be responsible for preparation of all proposals and documents that must be submitted to the United States Department of Housing and Urban Development for the Tribe to receive funds under the Native American Housing Assistance and Self-Determination Act of 1996, 25 U.S.C. § 4101 *et. seq.*, and shall present such proposals and documents to the Tribal Council for review and submission by the Tribal Council on behalf of the Tribe.

C. The Commission shall attempt to find additional sources of funding for Tribal housing, shall prepare all proposals and documents that must be submitted to apply for and receive such funding and shall present such proposals and documents to the Tribal Council for review and submission by the Tribal Council on behalf of the Tribe.

D. The Commission shall develop proposed rules and regulations for the

administration and maintenance of Tribal housing including eligibility, rent, eviction, and repairs, and present such proposals to the Tribal Council.

E. The Housing Commission is authorized to enter into and hold leases of parcels of property leased from the Tribe to the Housing Commission. When authorized by Tribal Council resolution, the Housing Commission may grant leasehold mortgages to lending institutions and/or enter into such other security agreements as necessary to secure loans. When authorized by Tribal Council resolution, the Housing Commission may enter into sublease agreements. Any instruments requiring Bureau of Indian Affairs approval under applicable law or regulation shall only be effective upon such approval.

(Source: WOS 1998009, June 21, 1998, Section III; subsection E added by WOS 2001-01, February 4, 2001)

8.104 STAFFING

The Commission shall work in conjunction with the Tribal housing director and housing staff in carrying out its duties.

(Source: WOS 1998009, June 21, 1998, Section IV)

8.105 MEETINGS, VOTING

A. Meetings. The Housing Commission may meet as often as they deem necessary but must meet at least once each quarter.

B. Voting. Actions of the Housing Commission shall be decided by a majority vote of those present at the meeting. The Chairperson is entitled to vote on all matters before the Commission. A quorum shall consist of four (4) members including the Chairperson. Provided, an action may be ratified by non-attending members. If ratification is sought, all non-attending members shall be contacted personally, or by phone or fax, and all ratifications shall be reduced to writing and placed in the minutes and approved at the next regularly scheduled Commission meeting.

(Source: WOS 1998009, June 21, 1998, Section V)

8.106 EFFECTIVE DATE

This Statute shall take effect on July 1, 1998.

(Source: WOS 1998009, June 21, 1998, Section VI)

8.107 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this Statute is found by a court of competent jurisdiction to violate the Constitution, laws or ordinances of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, paragraph, subsection or section shall be considered to stand alone and to be deleted from this ordinance, the entirety of the balance of the ordinance to remain in full and binding force and effect.

(Source: WOS 1998009, June 21, 1998, Section VII)

Chapter 2. Mortgage Lending Statute

8.201 SHORT STATUTE

This Statute may be cited as the "Mortgage Statute," and it repeals and replaces any prior Statute or Regulation in conflict with this Statute including WOS 2000-03, Mortgage of Trust or Restricted Land.

(Source: WOS 2018-002, April 4, 2018, Section I)

8.202 PURPOSE

The purpose of this Statute is to set forth general provisions for mortgages that provide homeownership opportunities to Tribal Citizens wishing to live on Trust Land or lands owned by the Tribe. This Statue meets the needs of mortgage loan guarantee, insurance and direct loan

programs sponsored by the United States Departments of Housing and Urban Development, Agriculture (Rural Housing) and Veterans Affairs, that offer various mortgage loan programs.

(Source: WOS 2018-002, April 4, 2018, Section II)

8.203 DEFINITIONS

G. "Lease" means a ground lease or other agreement for use of Trust Land or land owned by the Tribe on which a Mortgage has or will be given.

H. "Leasehold Estate" means a leasehold estate established pursuant to a Lease between the Tribe, as Lessor and a Citizen of the Tribe as Tenant.

I. "Lender/Mortgagee" means any mortgage lender or any successors or assigns of any such lender. This definition also includes any subsequent holder, whether by assignment, succession or otherwise, of the original Mortgagee's right, title or interest in and to the Mortgage and/or the Mortgaged property, together with the improvements.

J. "Lessor" means the Tribe or a Tribal Citizen who leases an interest in property.

K. "Mortgage" means the first-lien mortgage of a beneficial real property interest in Trust Land or land owned by the Tribe Land given to secure a mortgage loan made by a Mortgagee.

L. "Mortgagor" means the Tribe or any eligible tribal member or entity borrower who has executed a mortgage on its beneficial interest in Trust Land or Restricted Land, including any heir(s), successor(s), executor(s) or assign(s) of such borrower.

M. "LTBB" or "Tribe" means the Little Traverse Bay Bands of Odawa Indians.

N. "Reservation" means all lands within the boundaries of the reservations for Little Traverse as set out in Article I, paragraphs third and fourth of the Treaty of 1855, 11 Stat. 621, plus any lands set out in Articles Second and Third of the Treaty of March 28, 1836, 7 Stat. 491, in the event that the

1836 reservation is determined to include lands which are not included within the 1855 reservation, plus any lands outside of those boundaries which are now or in the future declared to be Little Traverse reservation by the Department of the Interior.

O. "Tenant" means any person who occupies Trust land or Restricted Land, as lessee, under a Leasehold Estate with the Lessor.

P. "Tribal Court" means the Little Traverse Bay Bands of Odawa Indians Tribal Court.

Q. "Tribal Citizen" means any person enrolled with the Tribe.

R. "Trust Land" means land within the jurisdiction of the LTBB Tribe, title to which is held by the United States Secretary of Interior for the benefit of the Tribe or an individual member of the Tribe.

(Source: WOS 2018-002, April 4, 2018, Section III)

8.204 JURISDICTION

Tribal Court of The Little Traverse Bay Bands of Odawa Indians (LTBB or Tribe) shall have exclusive jurisdiction over all foreclosure actions arising on all lands located within the exterior boundaries of the LTBB Reservation on trust lands, lands owned in fee by the Tribe, and any other property within the Reservation containing housing owned or financed by LTBB.

(Source: WOS 2018-002, April 4, 2018, Section IV)

8.205 MORTGAGE OF LEASEHOLD ESTATE

Any Tribal member, who is a tenant, may mortgage the leasehold estate for the purpose of obtaining home or business financing on said land, with the approval of the Lessor.

A. **Lien Priority**. All mortgage loans recorded in accordance with the recording procedures set forth in this Statute, including Leasehold Mortgages, and including loans made, guaranteed, insured or held by a governmental agency, shall have priority over any lien not perfected at the

time of such recording and any subsequent lien or claim excepting a lien or claim arising from a tribal leasehold tax assessed after the recording of the mortgage. In those cases where the government direct, guaranteed or insured mortgage is created as a second mortgage, the loan shall assume that position.

B. Recording of Mortgage Loan Documents

1. The Tribal Housing Department shall maintain a system for the recording of mortgage loans and such other documents as the Tribe may designate by laws or resolution.

2. The Housing Department staff person shall endorse upon any mortgage loan or other document received for recording:

a. The date and time of receipt of the mortgage or other document;
b. The filing number which shall be a unique number for each mortgage or other document received and;
c. The name of the staff person receiving the mortgage or document.
d. Upon completion of the above-cited endorsements, the Housing Department staff shall make a true and correct copy of the mortgage or other document and shall certify the copy as follows:

_____ Tribe)
)ss.
Indian Reservation)

I certify that this is a true and correct copy of a document received for recording this date.
Given under my hand and seal this _____ day of _____.
(SEAL) _____ (Signature)
_____
(Date)

3. The Housing Department shall maintain the copy in the records of the recording system and shall return the original of the mortgage loan or other document to the person or entity that presented the same for recording.

4. The Housing Department shall also maintain a log of each mortgage loan or other document recorded in which there shall be entered: (a) The name(s) of the Borrower/Mortgagor of each mortgage loan, identified as such; (b) The name(s) of the Lender/Mortgagee of each mortgage loan, identified as such; (c) The name(s) of the grantor(s), grantee(s) or other designation of each party named in any other documents filed or recorded; (d) The date and time of the receipt; (e) The filing number assigned by the Housing Department; and (f) The name of the Housing Department staff person receiving the mortgage or document.

5. The certified copies of the mortgage loan and other documents and the log maintained by the Housing Department shall be made available for public inspection and copying. Rules for copying shall be established and disseminated by the Housing Department.

6. All mortgages will be recorded with the Bureau of Indian Affairs in addition to any Tribal recording provisions, if applicable by law.

C. Foreclosure Procedures

1. A Borrower/Mortgagor shall be considered to be in default when he or she is thirty (30) days past due on his or her mortgage payment(s) or is in violation of any covenant under the mortgage for more than 30 days to the Lender/Mortgagee (i.e. the 31st day from the payment due date).

2. When a Borrower/Mortgagor is thirty (30) days past due on his or her mortgage and before any foreclosure action or activity is initiated, the Lender/Mortgagee shall complete the following:

3. Make a reasonable effort to arrange a face-to-face interview with the Borrower/Mortgagor. This shall include at least one trip to meet with the Borrower/Mortgagor at the mortgaged property.

4. Lender/Mortgagee shall document that it has made at least one phone call to the Borrower/Mortgagor for the purpose of trying to arrange a face-to-face interview.

5. Lender/Mortgagee may appoint an agent to perform the services of arranging and conducting the face-to-face interview specified in this action.

6. When the Borrower/Mortgagor is past due on three (3) installment payments and at least ten (10) days before initiating a foreclosure action in Tribal Court, the Lender/Mortgagee shall advise the Borrower/Mortgagor in writing by mail or by posting prominently on the unit, with a copy provided to the Tribe, as follows:

a. Advise the Borrower/Mortgagor that information regarding the loan and default/delinquency will be given to credit bureaus.

b. Advise the Borrower/Mortgagor of homeownership counseling opportunities/programs available through the Lender/Mortgagee or otherwise.

c. Advise the Borrower/Mortgagor of other available assistance regarding the mortgage/default.

d. In addition to the preceding notification requirements, the Lender/Mortgagee shall complete the following additional notice requirements:

i. notify the Borrower/Mortgagor that if the Leasehold Mortgage remains past due on three installment payments, the Lender/Mortgagee may ask the applicable governmental agency to accept assignment of the Leasehold Mortgage if this is an option of the governmental program;

ii. notify the Borrower/Mortgagor of the qualifications for forbearance relief from the Lender/Mortgagee, if any, and that forbearance relief may be available from the government; and

iii. provide the Borrower/Mortgagor with names and addresses of government officials to whom further communications may be addressed, if any.

7. If a Borrower/Mortgagor is past due on three (3) or more installment payments and the Lender/Mortgagee has complied with the procedures set forth in the first part of this Section, the Lender/Mortgagee may commence a foreclosure proceeding in the Tribal Court by filing a verified complaint as set forth in Section D.

D. Foreclosure Complaint and Summons. The verified complaint in a mortgage foreclosure proceeding shall contain the following:

1. The name of the Borrower/Mortgagor and each person or entity claiming through the Borrower/Mortgagor subsequent to the recording of the mortgage loan, including each Subordinate Lienholder (except the Tribe with respect to a claim for a tribal leasehold), as a defendant;

2. A description of the property subject to the mortgage loan;

3. A concise statement of the facts concerning the execution of the mortgage loan and in the case of a Leasehold Mortgage the lease; the facts concerning the recording of the mortgage loan or the Leasehold Mortgage; the facts concerning the alleged default(s) of the Borrowers/Mortgagor; and such other facts as may be necessary to constitute a cause of action;

4. True and correct copies of each promissory note, mortgage, deed of trust or other recorded real property security instrument (each a "security instrument") and any other documents relating to the property and if a Leasehold Mortgage, a copy of the lease and any assignment of any of these documents; and

5. Any applicable allegations concerning relevant requirements and conditions prescribed in federal statutes and regulations, tribal codes, ordinances and regulations; and/or provisions of the promissory note, security instrument and if a Leasehold Mortgage, the lease.

6. The complaint shall be verified by the Tribal Court Clerk along with a summons specifying a date and time of appearance for the Defendant(s).

E. Service of Process and Procedures. Any foreclosure complaint must be in writing, and must be delivered to the Borrower/Mortgagor in the following manner:

1. Delivery must be made by an adult person and is effective when it is:

a. Personal delivery to a Borrower/Mortgagor with a copy sent by mail, or
b. Personal delivery to an adult living in the property with a copy sent by mail, or
c. Personal delivery to an adult agent or employee of the Borrower/Mortgagor with a copy sent by mail.

2. If the notice cannot be given by means of personal delivery, or the Borrower/Mortgagor cannot be found, the notice may be delivered by means of:

a. Certified mail, return receipt requested, at the last known address of the Borrower/Mortgagor, or
b. Securely taping a copy of the notice to the main entry door of the property in such a manner that it is not likely to blow away, and by posting a copy of the notice in some public place near the premises, including a tribal office, public store, or other commonly-frequented place and by sending a copy first class mail, postage prepaid, addressed to the Borrower/Mortgagor at the premises.

3. The person giving notice must keep a copy of the notice and proof of service in accordance with this section, by affidavit or other manner recognized by law.

F. Cure of Default. Prior to the entry of a judgment of foreclosure, any Borrower/Mortgagor or a Subordinate Lienholder may cure the default(s) under the Mortgage by making a full payment of the delinquency to the Lender/Mortgagee and all reasonable legal and Court costs incurred in foreclosing on the property. Any subordinate Lienholder who has cured a default shall thereafter have included in its lien the amount of all payments made by such Subordinate Lienholder to cure the default(s), plus interest on such amounts at the rate stated in

the note for the mortgage. There shall be no right of redemption in any Leasehold Mortgage Foreclosure proceeding.

G. Judgment and Remedy. This matter shall be heard and decided by the Tribal Court in a prompt and reasonable time period not to exceed sixty (60) days from the date of service of the Complaint on the Borrower/Mortgagor. If the alleged default has not been cured at the time of trial and the Tribal Court finds for the Lender/Mortgagee, the Tribal Court shall enter judgment:

1. Foreclosing the interest of the Borrower/Mortgagor and each other defendant, including Subordinate Lienholder, in the mortgaged property and

2. Granting title to the property to the Lender/Mortgagee or the Lender's Designated Assignee; in the case of a Leasehold Mortgage, the Lease and the Leasehold Estate will be assigned to the Lender/Mortgagee or the Lender's Designated Assignee, subject to the following provisions:

a. The Lender/Mortgagee or Lender Designated Assignee shall give the Tribe the right of first refusal on any acceptable offer to purchase the Lease and the Lessee's leasehold interest in the property described in the lease which is subsequently obtained by the Lender or Lender's Designated Assignee.

b. The Lender/Mortgagee or Lender's Designated Assignee may only transfer, sell or assign the Lease and Lessee's leasehold interest in the property described in the Lease to a Tribal Citizen, the Tribe, or the Tribal Housing Authority;

c. The Lender/Mortgagee or Lender Designated Assignee has the right to convey the leasehold interest to the United States, Secretary of Housing and Urban Development without providing the right of first refusal to the Tribe for Nation Housing Act Section 248.

d. Nation Housing Act Section 248. Insured Mortgages on Indian Land. Federal Housing Administration (FHA) insures loans made to Native Americans to buy, build, or rehabilitate houses on Indian land. These are only available to Native Americans on Indian land.

H. Foreclosure Evictions. Foreclosure evictions shall be handled according to the general eviction process set forth below.

1. Jurisdiction. The provisions of this section H. shall apply to all persons and property subject to the governing authority of the Tribe as established by the Tribal Constitution, Tribal Code, or applicable federal law.

2. Unlawful Detainer. A Lessee, Sublessee, or other occupant of a Leasehold Estate subject to a Leasehold Mortgage shall be guilty of unlawful detainer if such person shall continue in occupancy of such Leasehold Estate without the requirement of any notice by the Lessor, after such person's Leasehold Estate has been foreclosed in a Leasehold Mortgage foreclosure proceeding in the Tribal Court;

3. Complaint and Summons. The Lender/Mortgagee or Federal Agency (which made, guaranteed or insured the mortgage loan) as appropriate, shall commence an action for unlawful detainer by filing with the Tribal Court, in writing, the following documents:

a. A complaint, signed by the Lender/Mortgagee or Federal Agency, or an agent or attorney on their behalf:

i. Citing facts alleging jurisdiction of the Tribal Court;

ii. Naming as defendants the mortgagors and any other record owner (including Sublessees and subordinate lienholders), of which the complainant has record notice (except the Tribe with respect to a claim for a Tribal tax on the Leasehold Estate subject to the Leasehold Mortgage);

iii. Describing the Leasehold Estate subject to the Leasehold Mortgage;

iv. Stating the facts concerning (1) the execution of the lease and the Leasehold Mortgage; (2) the recording of the Leasehold Mortgage; and (3) the facts upon which he or she seeks to recover;

v. Stating any claim for damages or compensation due from the persons to be evicted; and

vi. Otherwise satisfying the requirements of the Tribal Court.

b. A copy of the summons, issued in accordance with established Tribal Court rules and procedures, requiring the defendants to file a response to the complaint by the date specified in the summons. The deadline specified in the summons for filing a response shall be no less than 6 nor more than 30 days from the date of service of the summons and complaint. The summons shall notify the defendants that judgment will be taken against them in accordance with the terms of the complaint unless they file a response with the court by the date specified in the summons.

4. Service of Summons and Complaint. A copy of the summons and complaint shall be served upon the defendants in the manner provided by the Tribal Court rules for service of process in civil matters. In the absence of such Tribal Court rules, the summons and complaint shall be served by one of the following two methods.

5. Procedures for Service of Notice. Notices required or authorized in the immediately preceding section shall be given in writing either by:

a. Delivering a copy personally to the Borrower/ Mortgagor or to any other occupant under color of law, or to any adult residing on the Leasehold Estate and, if applicable, to any Sublessee; or

b. Posting said notice in a conspicuous place near the entrance to said Leasehold Estate, and sending an additional copy to the Lessee or to any other occupant under color of law, and, if applicable, to the Sublessee, by certified mail, return receipt requested, properly addressed, postage paid. Proof of service may be made by affidavit of any adult person stating the he has complied with the requirements of one of the above methods of service.

6. Power of the Tribal Court.

a. The Tribal Court shall enter an Order of Repossession if:

i. Notice of suit is given by service of summons and complaint in accordance with the procedures provided herein; and

ii. The Tribal Court shall find during pre-trial proceedings or at trial that the Lessee, Sublessee, or other occupant under color of law of the Leasehold Estate subject to the Leasehold Mortgage is guilty of an act of unlawful detainer.

b. Upon issuance of an Order of Repossession, the Tribal Court shall have the authority to enter a judgment against the defendants for the following, as appropriate: (1) back rent, unpaid utilities, and any charges due the Tribe, Tribal Housing Authority, other public Housing Authority, or Sublessor under any sublease or other written agreement (except for a Leasehold Mortgage); (2) any and all amounts secured by the Leasehold Mortgage that are due the Lender/Mortgagee (or Federal Agency); and (3) damages to the property caused by the defendants, other than ordinary wear and tear. The Tribal Court shall have the authority to award to the prevailing party its costs and reasonable attorney's fees in bringing suit.

7. Enforcement. Upon issuance of an Order of Repossession by the Tribal Court, Tribal law enforcement officers shall help plaintiffs enforce same by evicting the defendants and their property from the unlawfully occupied Leasehold Estate. In all cases involving the Lender/Mortgagee or Federal Agency, the Order of Repossession shall be enforced no later than 45 days after a pre-trial proceeding or trial in which the Tribal Court finds against defendants, subject to Paragraph H7 below, and provided, that no party exercised the right to cure a default or right of first refusal as described in Paragraphs F and G above.

8. Continuances in Cases Involving the Lender/Mortgagee or Federal Agency. (which originally made, insured or guaranteed) the mortgage loan. Except by agreement of all parties, there shall be no continuances in cases involving the Lender/Mortgagee or Federal Agency that will interfere with the requirement that the Order of Repossession be enforced not later than 45 days after a pre-trial proceeding or trial in which the Tribal Court finds against defendants, subject to the sound discretion of the Court.

I. No Merger of Estates. There shall be no merger of estates by reason of the execution of a Lease or a Leasehold Mortgage or the assignment or assumption of the same, including an

assignment adjudged by the Tribal Court, or by operation of law, except as such merger may arise upon satisfaction of the Leasehold Mortgage.

J. Certified Mailing to Tribe. In any foreclosure proceedings on a Leasehold Mortgage where the Tribe is not named as a defendant, a copy of the summons and complaint shall be mailed to the Tribe by certified mail, return receipt requested, within five (5) days after the issuance of the summons. If the lessor is not the tribe, this notice will also be mailed to the lessor at the same time the notice is mailed to the tribe. If the location of the lessor cannot be ascertained after reasonable inquiry, a copy of the summons and complaint shall be mailed to the lessor in care of the Superintendent of the applicable agency of the Bureau of Indian Affairs.

K. Intervention. The Tribe or any Lessor may petition the Tribal Court to intervene in any Lease or Leasehold Mortgage foreclosure proceeding under this Code. Neither the filing of a petition for intervention by the Tribe, nor the granting of such petition by the Tribal Court shall operate as a waiver of the sovereign immunity of the Tribe, except as may be expressly authorized by the Tribe.

L. Appeals. Appeals under this Code shall be handled in accordance with the general tribal appellate provisions.

(Source: WOS 2018-002, April 4, 2018, Section V)

8.206 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2018-002, April 4, 2018, Section VI)

8.207 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever

comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2018-002, April 4, 2018, Section VII)

8.208 OTHER RELATED STATUTES

See Waganakising Odawak Statute 2000-07 Lease Inheritance Statute, Waganakising Odawak Statute 2014-017 Leasing of Trust Lands Statute, or as may be amended.

(Source: WOS 2018-002, April 4, 2018, Section VIII)

Chapter 3. *Reserved*

Chapter 4. Evictions

8.401 JURISDICTIONAL / LIMITED WAIVER OF SOVEREIGN IMMUNITY / LIMITATIONS

A. Jurisdiction.

The Tribal Court of The Little Traverse Bay Bands of Odawa Indians (LTBB or Tribe) shall have exclusive jurisdiction over all eviction actions arising on all lands located within the exterior boundaries of the LTBB Reservation on trust lands, lands owned in fee by the Tribe, and any other property within the Reservation containing housing owned or financed by LTBB.

B. Limited Waiver of Sovereign Immunity.

LTBB hereby authorizes a limited waiver of immunity from suit, with respect to specific controversies or claims described in this section that may arise out of or relate to LTBB's obligation under a mortgage or lease entered into by LTBB under a mortgage assumption pursuant to Sections II (F)(2) or Section II(L) [WOTC 8.202(F)(2); 8.202(L)of the Foreclosure Code of the LTBB. In connection with such limited waiver, LTBB consents solely to the jurisdiction of LTBB Tribal Courts with respect to (a) actions in equity

brought by any party to such mortgage or lease seeking specific performance of any of LTBB's express obligations thereunder and (b) actions at law for actual damages which shall consist exclusively for remaining sums secured by a mortgage. This waiver of immunity is not intended, or shall it be construed (a) to extend to any claim for punitive or compensatory damages, (b) to waiver LTBB's immunity from suit for any other purpose or with respect to any controversy, claim, or other matter not specifically mentioned in this section, or (c) to extend to the benefit of any person other than the parties to the documents or their successors or assigns. This limited waiver of immunity from suit shall not be construed as an admission of liability of LTBB as to any claim for damages or as an agreement or willingness to pay any amount as damages or as an agreement or willingness to pay any amount as damages absent a judicial determination of liability, and LTBB shall have the right to defend any of such claim fully on the merits.

(Source: WOS 2000-04, April 16, 2000, Section I)

8.402 EVICTION PROCEDURES

A. PURPOSE

The purpose of this Code is to prescribe procedures relating to evictions in connection with leases, subleases or other land assignments or interests made by LTBB, LTBB's Designated Housing Department or Entity or any owner of land or leasehold interest.

B. DEFINITIONS

1. **"Lease**" shall mean a ground lease or other agreement for use of Land or other real property.

2. "**Leasehold Estate**" shall mean a leasehold estate established pursuant to a Lease between an owner of land or land interest as Lessor, and a third party as Tenant.

3. "**Lessor**" shall mean the owner of land or land interest, including the Tribe. The Tribe shall be the beneficial or equitable owner of certain Trust Land or Restricted Land underlying a Leasehold Estate on which a Mortgage has been given, The Lessor shall include the successor(s) or assign(s) of such Lessor.

4. "**Mortgage**" shall mean the first-lien mortgage of a beneficial real property interest in Trust Land or Restricted Land given to secure a mortgage loan made by a Mortgagee.

5. "**Mortgagee**" shall mean any mortgage lender or any successors or assigns of any such lender. This definition also includes any subsequent holder, whether by assignment, succession or otherwise, of the original Mortgagee's right, title or interest in and to the Mortgage and/or the Mortgaged property, together with the improvements.

6. "**Mortgagor**" shall mean any eligible tribal member or entity borrower who has executed a Mortgage on its beneficial interest in Trust Land or Restricted land, including any heir(s), successor(s), executor(s), administrator(s) or assign(s) of such borrower.

7. "**Nuisance**" shall mean maintenance on the Mortgaged property of a condition which:

a. Unreasonably threatens the health or safety of the public or neighboring land users; or

b. Unreasonably and substantially interferes with the ability of neighboring real property users to enjoy the reasonable use and occupancy of their property.

8. "**LTBB" or "Tribe**" shall mean the Little Traverse Bay Bands of Odawa Indians, a Federally recognized Indian tribe as reaffirmed under Public Law 103-324, 25 U.S.C. § 1300k.

9. **"Reservation"** shall mean all lands within the boundaries of the reservations for Little Traverse as set out in Article I, paragraphs third and fourth of the Treaty of 1855, 11 Stat. 621, plus any lands set out in Articles Second and Third of the Treaty of March 28, 1836, 7 Stat. 491, in the event that the 1836 reservation is determined to include lands which are not included within the 1855 reservation, plus any lands outside of those boundaries which are now or in the future declared to be Little Traverse reservation by the Department of the Interior.

10. "**Restricted Land**" shall mean land within the jurisdiction of LTBB that is subject to restrictions against alienation imposed by Federal Treaty, Statute, Executive Order, or LTBB.

11. "**Subordinate Lienholder**" shall mean the holder of any lien, including a mortgage, perfected subsequent to the recording of a mortgage under this Code; provided, however, such definition shall not include the Little Traverse Bay Bands of Odawa Indians with respect to a claim for a Tribal tax on the Mortgaged property, where applicable.

12. "**Tenant**" shall mean any person who occupies Trust land or Restricted Land, as Lessee, under a Leasehold Estate with the Lessor.

13. "**Tribal Court**" shall mean: (i) the LTBB Tribal Court; or (ii) such body as may now or hereafter be authorized by the laws of LTBB to exercise the powers and functions of a court of law.

14. "**Trust Land**" shall mean land within the jurisdiction of LTBB, title to which is held by the United States for the benefit of the Tribe or an individual member of LTBB.

15. "**Unlawful Detainer Action**" shall be a suit brought before the Tribal Court to terminate a Mortgagor's or Tenant's interest in Trust Land or Restricted Land and/or to evict any person from occupancy of such a property.

16. "**Waste**" shall mean spoil or destruction of land, buildings, gardens, trees or other improvements on the Mortgaged property which result in substantial injury to such property.

17. "**Writ of Restitution**" is an order of the Tribal Court Restoring an owner, Lessor, Mortgagee (or other successor in interest) to possession of Trust Land or Restricted Land subject to a Mortgage; and Evicting a Tenant or other occupant from such property.

C. UNLAWFUL DETAINER

A Tenant or other occupier of a beneficial interest in Trust Land or Restricted Land subject to a Mortgage or Lease shall be guilty of unlawful detainer if such person shall continue in occupancy of such property under any of the following situations:

1. Without the requirement of any notice by LTBB or Lessor:

a. After the expiration of the term of any Lease or Sublease;

b. If such person has entered onto or remains on the real property or another without the permission of the owner and without having any substantial claim under a Lease or title to such property;

c. After the Lessor has terminated such person's tenancy pursuant to the Lessor's procedures; or

d. After a Mortgagor's interest in Trust land or Restricted land has been foreclosed in a Mortgage foreclosure Proceeding in the Tribal Court.

2. After having received at least seven (7) days notice of termination and notice to vacate the premises, the Tenant or occupier remains in possession of such property contrary to the terms of the notice as follows:

a. When such person has received notice: (i) that he or she is in default in the payment of ground or unit rent; and (ii) requiring him or her to either pay such rent or surrender possession of the occupied property and such person has not either surrendered possession of such property or paid the rent within the time period provided in such notice;

b. When such person shall continue to fail to keep or perform any condition or covenant of any Lease or other use agreement under which the property is held after he or she has been given notice to comply with such condition or covenant or else to surrender the property; or

c. When such person continues to commit Waste upon or maintain a Nuisance upon the occupied property after having been given notice to either cease such Waste or maintenance of Nuisance or to surrender the property; or

d. When such person violates a material covenant of any Lease designed to protect the health and safety of persons.

D. PROCEDURES FOR SERVICE OF NOTICE

Notices required or authorized in the immediately preceding section shall be given in accordance with established Tribal Court rules and procedures or policies of LTBB's Designated Housing Department or Entity. In the absence of such rules and procedures, notices shall be given in writing by either:

1. Delivering a copy personally to the Tenant or occupier or to any adult members of his or her family residing on the Leased or Mortgaged property; or

2. Posting said notice in a conspicuous place near the entrance to said property, and by sending an additional copy to the Tenant or occupier by certified mail, return receipt requested, properly addressed, postage prepaid.

3. Proof of service by either of the above methods may be made by affidavit of any adult person stating that he or she has complied fully with the requirements of either of these two methods of service.

E. COMPLAINT AND SUMMONS

1. The Lessor of the Mortgagee (including its successors or assigns) shall commence an action for eviction by filing with the Tribal Court, in writing, the following documents:

a. A complaint, signed by the Lessor, the Mortgagee (or its successors or assigns), or an agent or attorney on their behalf including the following:

i. Citing authority for jurisdiction of the Tribal Court;

ii. If the property is mortgaged, naming the Mortgagor(s) and each record owner claiming through the Mortgagor(s) subsequent to the recording of the Mortgage, including each Subordinate Lien holder (except LTBB with respect to a claim for a Tribal tax on the property subject to the Mortgage), as a defendant;

iii. Describing the property subject to the Mortgage or Lease;

iv. Stating the facts concerning (1) the execution of any Lease and/or the Mortgage; (2) the recording of any Mortgage; and (3) the facts upon which he or she seeks to recover; and

v. Stating any claim for damages or compensation due from the persons to be evicted.

b. A copy of the summons, issued in accordance with established Tribal Court rules and procedures. In the absence of such rules and procedures for the issuance of a summons, the summons shall require defendants to appear for trial upon the complaint on a date and time specified in the summons. The trial date specified in the summons shall be no less than six (6) nor more than twenty (20) days from the date of service of the summons and complaint. The summons must notify the defendants that judgment will be taken against them in accordance with the terms of the complaint unless they file with the court an answer and appear for trial at the time, date and place specified in the summons.

F. SERVICE OF SUMMONS AND COMPLAINT

A copy of the summons and complaint shall be served upon the defendants in the manner provided by the Tribal court rules for service of process in civil matters. In the absence of such Tribal Court rules, the summons and complaint shall be served by one of the two methods provided in WOTCL 8.303(D) above.

G. POWER OF THE TRIBAL COURT

1. The only issue on an action for eviction shall be the right of actual possession. A lender who has foreclosed on a leasehold estate shall be deemed to have the right to actual possession. The merits of ownership of land interest shall be an issue to be determined by the laws and custom of LTBB. An action for eviction may not be brought in connection with any other action, nor may it be made the subject of any set off or counter claim.

2. The Tribal Court shall enter a Writ of Restitution if:

a. Notice of suit and trial is given by service of summons and complaint in accordance with the procedures provided herein; and

b. The Tribal Court:

i. finds that the occupier of the property subject to the Mortgage or Lease is guilty of an act of unlawful detainer; or

ii. determines that the Tenant failed to respond to the complaint.

3. Upon issuance of a Writ of Restitution the Tribal Court shall have the authority to enter against the defendants a judgement for the following: (1) back rent, unpaid utilities, and any charges due the Lessor under any lease or occupancy agreement; (2) any and all amounts secured by the Mortgage that are due the Mortgagee (or its successors or assigns); (3) damages caused by the defendants to the property other than ordinary wear and tear; and (4) costs and reasonable attorney's fees incurred in bringing suit.

4. At the hearing where the eviction is ordered, the Court shall inform the defendant that if he/she does not vacate the premises voluntarily by the effective date, he/she will be subject to forcible eviction, and his/her property will be subject to storage, sale and disposal as set forth in Section I below.

H. ENFORCEMENT

Upon issuance of a Writ of Restitution, Tribal law enforcement officers shall within five (5) days enforce the Writ of Restitution by removing the defendants and their personal property from the property which is unlawfully occupied, and levy damages and costs incurred by the Police Department in such removal. In cases involving a Mortgagee (or its successors or assigns), the Writ or Restitution shall be enforced no later than sixty (60) days after the date of service of the summons and complaint, subject to sub-section I. below.

I. CONTINUANCE IN CASES INVOLVING THE MORTGAGE

Except by agreement of all parties, there shall be no continuances in cases involving the Mortgagee (or its successors or assigns) which will interfere with the requirement that the Writ of Restitution be enforced not later than sixty (60) days from the date of service of the summons and complaint.

J. STORAGE OF PROPERTY

Following forcible eviction of the defendant and/or other occupants, the former occupant's personal property shall be stored by the Lessor or owner of the premises for at least thirty (30) days, either on the premises or at another suitable location. In order to reclaim their property, the former occupants shall pay the reasonable costs of its removal and storage. If they do not pay such costs within thirty (30) days, the Lessor or owner is authorized to sell the property in order to recover these costs. The Lessor or owner shall provide the evicted occupants with pertinent information concerning the sale, including the time, date and location. Any proceeds from the sale in excess of the storage and removal costs shall be remitted to the former occupants. Nothing in this section shall be construed to prevent the former occupants from reclaiming property remaining after the sale if they can arrange to do so in a manner satisfactory to the Lessor or owner.

(Source: WOS 2000-04, April 16, 2000, Section II)

Chapter 5. *Reserved*

Chapter 6. Lease Inheritance

Codification Note: This repeals and replaces WOS 2000-07

8.601 SHORT SATUTE

This Statute may be cited as the "Lease Inheritance Statute," and it repeals and replaces any prior Statute or Regulation in conflict with this Statute including WOS 2000-07, Lease Inheritance Statute.

(Source: WOS 2018-006, May 5, 2018, Section I)

8.602 PURPOSE

The purpose of this Statute is to set forth general provisions for Inheritance of Leases and

Leasehold Estates. The Little Traverse Bay Bands of Odawa Indians, coordinated through its Housing Department, intends to enter into residential leases with Tribal Citizens under the provisions of 25 CFR part 162 or the Leasing of Trust Lands Statute, whichever is applicable.

(Source: WOS 2018-006, May 5, 2018, Section II)

8.603 DEFINITIONS

A. "Lease" means a ground lease or other agreement for use of Trust Land or land owned by the Tribe.

B. "Lessee" means any person who occupies Trust land or Restricted Land, as Tenant under a Leasehold Estate with the Lessor.

C. "Leasehold Estate" means a leasehold estate established pursuant to a Lease between the Tribe, as Lessor and a Citizen of the Tribe as Tenant.

D. "Lessor" means the Tribe or a Tribal Citizen who leases an interest in property.

E. "LTBB" or "Tribe" means the Little Traverse Bay Bands of Odawa Indians.

F. "Reservation" means all lands within the boundaries of the reservations for Little Traverse as set out in Article I, paragraphs third and fourth of the Treaty of 1855, 11 Stat. 621, plus any lands set out in Articles Second and Third of the Treaty of March 28, 1836, 7 Stat. 491, in the event that the 1836 reservation is determined to include lands which are not included within the 1855 reservation, plus any lands outside of those boundaries which are now or in the future declared to be Little Traverse reservation by the Department of the Interior.

G. "Tribal Court" means the Little Traverse Bay Bands of Odawa Indians Tribal Court.

H. "Tribal Citizen" means any person enrolled with the Tribe.

I. "Trust Land" means land within the jurisdiction of the LTBB Tribe, title to which is

held by the United States Secretary of Interior for the benefit of the Tribe or an individual member of the Tribe.

(Source: WOS 2018-006, May 5, 2018, Section III)

8.604 JURISDICTION

Tribal Court of The Little Traverse Bay Bands of Odawa Indians (LTBB or Tribe) shall have exclusive jurisdiction over all actions arising on all lands located within the exterior boundaries of the LTBB Reservation on trust lands, lands owned in fee by the Tribe, and any other property leased by LTBB.

(Source: WOS 2018-006, May 5, 2018, Section IV)

8.605 INHERITANCE BY WRITTEN WILL or INTESTATE

A. Written Will. A Tribal Citizen/lessee may, by written will, leave the remaining term of his/her residential lease to a spouse; or his or her children; or a Tribal Citizen.

1. The spouse who inherit the remaining term of the lease must actually have resided on the leased premises as a primary residence at the time of lessee's death and shall continue to reside on the leased premises as the primary residence or the lease will terminate.

2. The Tribal Citizen/lessee's children must resided on the leased premises as their primary residence and continue to reside, whether they did so or not at the time of lessee's death or the lease will terminate.

3. A Tribal Citizen/lessee may by written will leave the remaining term of his/her residential lease to a Tribal Citizen.

B. Intestate. If a Tribal Citizen/lessee dies without a will, the following shall apply to the remaining term of his/her residential lease:

1. The remainder of the lease shall go to the spouse, provided that the spouse must actually have resided on the leased premises as a primary residence at the time of lessee's death and shall continue to reside on the leased premises as the primary residence or the lease will terminate.

2. If there is not a surviving spouse, the Tribal Citizen/lessee's children may inherit the remainder of the lease, provided that the children resided on the leased premises as their primary residence at the time of lessee's death and continue to reside on the leased premises as their primary residence or the lease will terminate.

C. These provisions do not apply to month-to-month leases or leases that have a term of less than one (1) year.

(Source: WOS 2018-006, May 5, 2018, Section V)

8.606 EARLY TERMINATION OF LEASES

If a Tribal Citizen/lessee dies during the term of his/her lease, and the lease is not continued under Section V. of this Statute, the lease shall terminate upon such death and all interest in the leased tract shall revert to the Tribe.

(Source: WOS 2018-006, May 5, 2018, Section VI)

8.607 DUTIES OF HOUSING DEPARTMENT

The LTBB Housing Department shall develop forms consistent with this Statute which it shall provide to potential lessees.

(Source: WOS 2018-006, May 5, 2018, Section VII)

8.608 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be

deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2018-006, May 5, 2018, Section VIII)

8.609 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2018-006, May 5, 2018, Section IX)

8.610 OTHER RELATED STATUTES

See Mortgage Lending Statute, WOS 2014-017 Leasing of Trust Lands Statute, WOS 1998009 Housing Commission, WOS 2006-020 Probate Code, or as may be amended.
(Source: WOS 2000-07, June 4, 2000, Section VII)

(Source: WOS 2018-006, May 5, 2018, Section X)

Chapter 7. Traditional Tribal Burial Grounds

8.701 PURPOSE

The purpose of this Statute is to establish the law that governs lands set aside for Traditional Tribal Burials, the sale of burial plots, burial eligibility and the maintenance of the grounds.

(Source: WOS 2009-018, July 26, 2009, Section I)

8.702 POLICY INTENTION

A. The Traditional Tribal Burial Grounds are intended for natural burials. The intent of this Statute is to minimize the impact of burials on the planet. Thus, promoting traditional styles of

burials where chemical preservatives are not used and only biodegradable materials are used for caskets and unobtrusive grave markers.

B. The Tribe encourages the use of markers that don't intrude on the landscape. These natural markers can include shrubs and trees, or an engraved flat stone native to the area. The planting of native trees, shrubs and flowers on or near the grave establishes a living memorial and helps form a wildlife area.

C. A Traditional Tribal Burial Grounds is a green place with trees, grasses, and wildflowers, which in turn bring birds and other wildlife to the area.

D. The Traditional Tribal Burial Grounds are a statement of personal values for many people who recognize the Circle of Life and that life is cyclical in nature.

(Source: WOS 2009-018, July 26, 2009, Section II)

8.703 DEFINITIONS

E. "*Burial Ground*" means the land set aside for the specific purpose of earth interments;

F. *"Burial Right"* means a right of earth interment.

G. *"Embalming"* means a process for using preservatives in order to prevent decay of a body.

H. *"Interment"* means the permanent disposition of the remains of a deceased person by cremation, inurnment, entombment or burial.

I. *"Plot"* means a space of sufficient size to accommodate an interment.

J. *"Territorial Jurisdiction of the Little Traverse Bay Bands of Odawa Indians"* means "areas referenced in Public Law 103-324, 25 USC Section 1300k-2(b)(2)(A) as the boundaries *of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat.621."* Little Traverse Bay Bands Constitution, Article V(A)(1)(a).

K. *"Tribe"* means the Little Traverse Bay Bands of Odawa Indians.

H. *"Vault"* means a lined and sealed unit, generally made of cement, for placement of a casket to prevent the concave of earth after a period of time.

(Source: WOS 2009-018, July 26, 2009, Section III)

8.704 AUTHORIZATION OF BURIAL ARRANGEMENTS

Burial arrangements shall only be authorized by a person designated in a written instrument signed by the decedent, if none designated then by a sworn statement attesting to the authority. Neither the Tribe nor Burial Board shall be required to inquire into the truth of the statement in the sworn statement and shall not be held liable for any unauthorized activities.

(Source: WOS 2009-018, July 26, 2009, Section IV)

8.705 EMBALMING

A. Embalming is not required for interment in the Tribal Burial Grounds, except when the burial or cremation does not take place within 48 hours of death or if the deceased had certain communicable diseases.

B. The time period of 48 hours starts at the time of death of the deceased.

C. Embalming may be required if the deceased needs to be transported out-side of the Tribal Territorial jurisdiction.

(Source: WOS 2009-018, July 26, 2009, Section V)

8.706 BURIALS

No burial may take place until a Death Certificate has been issued.

(Source: WOS 2009-018, July 26, 2009, Section VI)

8.707 CASKETS OR CONTAINERS

Neither a vault nor casket shall be allowed for a Traditional Tribal Burial. Containers may be required provided that wooden burial containers or cultural containers are acceptable.

(Source: WOS 2009-018, July 26, 2009, Section VII)

8.708 GRAVE MARKERS

A. No permanent raised markers shall be allowed in the Traditional Tribal Burial grounds.

B. Raised markers may be used if made of natural deteriorating items such as wood or other natural materials.

C. Permanent non-raised items may be used such as stone or granite markers.

D. Markers may be represented by small plants or shrubs or non-evasive flora.

E. Deteriorating decorations such as crepe paper-wreaths and other cultural objects may be allowed in the Traditional Tribal Burial Grounds.

(Source: WOS 2009-018, July 26, 2009, Section VIII)

8.709 ACTIVITIES AND CEREMONIES

Tribal Ceremonies and activities that honor the deceased may be performed in the Tribal Burial Grounds.

(Source: WOS 2009-018, July 26, 2009, Section IX)

8.710 BURIAL RECORDS

A. A record shall be kept of all interments of which shall include:

1. Name of Deceased
2. Place of death
3. Name of Funeral Director, if any
4. Place of interment
5. Copy of Death Certificate

(Source: WOS 2009-018, July 26, 2009, Section X)

8.711 TRIBAL BURIAL BOARD

A. A Burial Board shall be established by Tribal Charter Corporation approved by Tribal Council and shall manage the Traditional Tribal Burial Ground through approved regulations for the following areas:

1. The use, care, control, management, restriction, and protection of the burial ground operated by the burial ground organization;

2. Restrict the use of burial ground property;

3. Regulate the placement, uniformity, class, and kind of markers, and other structures in any part of the burial ground;

4. Regulate the planting and care of plants in the burial ground;

5. Prevent the interment of remains not entitled to be interred in the burial ground;

6. Prevent the use of a plot for a purpose that violates the burial ground board's restrictions;

7. Regulate the conduct of persons on burial ground property and to prevent improper meetings at the burial ground; and

8. Other purposes for the protection of the premises and the principles, plans, and ideals on which the burial ground was organized.

B. The Board shall file with the map or plat a written certificate or declaration of dedication of the property delineated by the map or plat, dedicating the property exclusively to burial ground purposes.

C. The Tribal Burial Board is authorized to develop, own, lease, operate, manage, maintain, promote and finance economic opportunities that are inconjuction or ancillary to burials, including but not limited to mortuary services, funeral services, casket-manufacturing, and cremation services.

D. The Tribal Burial Board is authorized to manage any other burial grounds as designated by Tribal Council.

(Source: WOS 2020-004, January 29, 2020, Section XI, Repeal and Replace)

8.712 TRADITIONAL TRIBAL BURIAL GROUNDS

The Traditional Tribal Burial Ground shall contain and encompass all lands designated and approved by Tribal Council as a Traditional Tribal Burial Ground.

(Source: WOS 2009-018, July 26, 2009, Section XII)

8.713 SALE OF PLOTS

A. Only the Burial Board may sell and convey the exclusive right of burial in a plot.

B. Rights in burial plots may not be re-conveyed from an individual to another individual, unless there is prior approval by the Burial Board.

C. An individual may convey or sell back the burial plot to the Burial Board.

(Source: WOS 2009-018, July 26, 2009, Section XIII)

8.714 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws or ordinances of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2009-018, July 26, 2009, Section XIV)

8.715 EFFECTIVE DATE

Effective upon signature of the Executive or shall be deemed enacted if not expressly vetoed by the Executive within thirty (30) days of submission. The Tribal Council may, by an affirmative vote of seven (7) members of the Tribal Council, override a veto by the Executive.

(Source: WOS 2009-018, July 26, 2009, Section XV)

Chapter 8. Leasing of Trust Lands

8.801 PURPOSE

The purpose of this Statute is to authorize the leasing of lands held in trust for the Little Traverse Bay Bands of Odawa Indians (LTBB or Tribe) by the United States of America, or otherwise denoted restricted Indian lands under federal law, by LTBB under the Tribe's own regulations

(Source: WOS 2014-017, November 25, 2014, Section I)

8.802 REGULATIONS

A. The Executive is authorized to develop regulations to govern the leasing of LTBB trust and restricted Indian lands meeting the minimum standards set forth in the Helping Expedite and

Advance Responsible Tribal Home Ownership Act of 2012 (HEARTH Act), being Public Law 112-151 of July 20, 2012, codified into 25 U.S.C. §415, which regulations will be subject to Tribal Council approval.

B. In accordance with Article VII, Section D.12 of the LTBB Constitution, the regulations must provide for the approval by Tribal Council of all leases.

C. The Regulations will take effect upon approval of the Tribal Council and approval of the Secretary of the Interior pursuant to 25 U.S.C. §415(c)(3).

(Source: WOS 2014-017, November 25, 2014, Section II)

8.803 EFFECTIVE DATE

This Statute takes effect upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the Statute, then upon Tribal Council override of the veto.

(Source: WOS 2014-017, November 25, 2014, Section III)

Chapter 9. Donated Land Acceptance

8.901 SHORT TITLE

This Statute shall be cited as the 'Land Acceptance Statute'.

(Source: WOS 2015-011, June 26, 2015, Section I)

8.902 PURPOSE

The purpose of this Statute is to solicit and receive land or other interest in land as gifts that are beneficial to the Tribe and its Tribal Citizens.

(Source: WOS 2015-011, June 26, 2015, Section II)

8.903 DEFINITIONS

A. **"Interest in Land"** means any and all, partial or total right to property or for the use of property.

B. **"Tribal Lands"** means property either owned or leased by the Tribe or property that is held in trust for the benefit of the Tribe.

C. The **"Tribe or LTBB"** shall mean the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2015-011, June 26, 2015, Section III)

8.904 CONSTITUTIONAL AUTHORITY

A. In accordance with the Constitution, Tribal Council has the power to receive by gift both land and interests in land, in which the Tribal Council may deem beneficial to the Tribe.

(Source: WOS 2015-011, June 26, 2015, Section IV)

8.905 LAND

A. All gifts of land or other interest in property shall be approved by Tribal Council by majority vote.

B. Prior to acceptance of any gift of land or other interest in property, Tribal Council shall require an initial environmental review, known as a Phase I assessment and a legal assessment.

1. Phase I assessment typically includes an preliminary environmental impact statement, analysis of land use and cover of land that identifies such items as plant life, buildings, utility easements, etc., the current zoning of the property, recommendations for potential use, and other additional information specific to the land. In the event that the initial review reveals a potential problem, the Tribe may require an environmental audit.

2. A legal assessment will determine if there are any covenants, conditions, restrictions, reservations, easements, encumbrances or other limitations associated with the property.

(Source: WOS 2015-011, June 26, 2015, Section V)

8.906 CRITERIA FOR ACCEPTANCE OF GIFTS OF LAND OR INTERESTS IN LAND

A. Through the approval of a land acquisition plan or as amended, Tribal Council shall prioritize and rank various land acquisition goals to determine the benefits of the land or interest in land to the Tribe and its Tribal Citizens.

B. Such items shall be considered in determining the benefit to the Tribe and its Tribal Citizens:

1. Cost, including insurance, property taxes, mortgages, notes, and maintenance expenses associated with the property

2. Land within the Reservation or proximity to the Reservation

3. Location suitable for intended use

4. Cultural importance

5. Tribal image with consideration toward culture, political, historical considerations

6. Housing

7. Jobs

8. Schools/Education

9. Health Care

10. Treaty Rights

11. Community inclusion

12. Natural Resources.

(Source: WOS 2015-011, June 26, 2015, Section VI)

8.907 ACCEPTANCE of LAND

Prior to the acceptance of land by majority vote of Tribal Council, a fiscal impact statement shall be developed and funds shall be allocated if necessary.

(Source: WOS 2015-011, June 26, 2015, Section VII)

8.908 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2015-011, June 26, 2015, Section VIII)

8.909 EFFECTIVE DATE

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2015-011, June 26, 2015, Section IX)

8.910 OTHER RELATED STATUTES

See Waganakising Odawak Statute 2009-007"Land Use Statute", or as may be amended.

(Source: WOS 2015-011, June 26, 2015, Section X)

Chapter 10. Odawa Historical and Cultural Site Registries Statute

8.1001 PURPOSE

The purpose of this Statute is to establishes a public Odawa Historic and Cultural Site Registry where property sites are identified, designated and cataloged as historical and cultural sites while increasing and broadening the public's understanding and appreciation of cultural and historic places; and to establish a non-pubic Odawa Historic and Cultural Site Registry that helps preserve significant historic and cultural places for future generations.

(Source: WOS 2019-009, August 30, 2019, Section I)

8.1002 DEFINITIONS

A. "LTBB" or "Tribe" means the Little Traverse Bay Bands of Odawa Indians.

B. "Reservation" means all lands within the boundaries of the reservations for the Little Traverse Bay Bands of Odawa Indians as set out in Article I, paragraphs third and fourth of the Treaty of 1855, 11 Stat. 621, plus any lands set out in Articles Second and Third of the Treaty of March 28, 1836, 7 Stat. 491, in the event that the 1836 reservation is determined to include lands which are not included within the 1855 reservation, plus any lands outside of those boundaries which are now or in the future declared to be Little Traverse Bay Bands of Odawa Indians reservation by the U.S. Department of the Interior.

C. "Tribal Citizen" means an enrolled member of the Little Traverse Bay Bands of Odawa Indians.

D. "Tribal Council" or "Council" means the elected body of the Little Traverse Bay

Bands of Odawa Indians to carry out legislative powers under Article VII of the Constitution.

E. "Tribal Culturally Significant Sites" means sites that are currently or in the past used by the Tribe or its Tribal Citizens for gathering of medicines, conducting ceremonies or other tribal activities; or the site is associated with the cultural practices or beliefs of a Tribal community; or the site is closely tied to the cultural identity of the community.

F. "Tribal Historic Properties" means any prehistoric or historic sites, districts, structures, or objects that are significant to the prehistory, history, architecture, archeology, culture, or spiritual nature of the Tribe,

G. "Tribal Sacred Site" means any specific, discrete, narrowly delineated location that is identified as sacred by virtue of its established religious significance or ceremonial use.

H. "THPO" or "Office" means the Tribal Historic Preservation Office composed of the Tribal Historic Preservation Officer and staff.

(Source: WOS 2019-009, August 30, 2019, Section II)

8.1003 NOMINATION PROCESS

The Tribal Historic Preservation Office may accept a nomination of historic or cultural sites directly from any person or agency, including nominations from the THPO for inclusion in the Odawa Historic and Cultural Site Registry.

(Source: WOS 2019-009, August 30, 2019, Section III)

8.1004 DUTIES and AUTHORITY

A. The Office shall have the following duties and authority:

1. To create and maintain a public Odawa Historic and Cultural Site Registry that can be published on the Tribal website and a and non-public Odawa Historic and Cultural Site Registry that preserve location sites for future generations.

2. To evaluate nominations of sites for inclusion into either of the Odawa Historic and Cultural Site Registries.

3. To consult with Elders, Tribal Citizens and other experts as part of the assessment process to determine suitability of a nominated site for inclusion into either of the Odawa Historic and Cultural Site Registries.

4. To acquire reference materials, such as books, and other resources to determine suitability of a nominated site for inclusion into either of the Odawa Historic and Cultural Site Registries.

5. To develops policy, procedures and standards that maintain uniformity of the sites that are included into either of the Odawa Historic and Cultural Site Registries.

6. To preserve Odawa Historic and Cultural sites that are under the Tribe's ownership or control and assure that a site is not inadvertently demolished, substantially altered, or allowed to deteriorate significantly, except in the case of restoration of a site which is permissible.

7. To evaluate any permit that allow for demolition, substantially alterations, or restoration to an Odawa Historic and Cultural site that is within the Tribe's ownership or control. Such permits shall require approval by the THPO, in accordance with approved regulations.

8. Regulations shall be developed that establishes how permits shall be approved by the THPO, that may include a historical, spiritual or cultural significance impact survey of the site.

(Source: WOS 2019-009, August 30, 2019, Section IV)

8.1005 CRITERIA FOR DESIGNATION

A. The Office shall use the following criteria to determine the suitability of inclusion of a site into either of the Odawa Historic and Cultural Site Registry:

1. Significance in Odawa history, architecture, archeology, heritage, religion, engineering or culture.

2. Association with events that have made a significant contribution to the broad patterns of Odawa history.

3. Association with the lives of significant or historical Odawa persons.

4. Yielded or may be likely to yield, important information in Odawa history spirituality or culture.

5. Associated with the exercise of Treaty Rights under the 1836 Treaty of Washington, or the 1855 Treaty of Detroit.

B. Such sites may include:

1. "Tribal Culturally Significant Sites".

2. "Tribal Historic Properties".

3. "Tribal Sacred Site".

4. Cemeteries, birthplaces, or graves of historical figures.

5. Ceremonial sites.

6. Cultural or quality natural resources sites.

7. Historical landmarks or buildings.

8. Natural resources.

(Source: WOS 2019-009, August 30, 2019, Section V)

8.1006 SITE REGISTRY

A. Upon receipt of a nomination of a site, the Office shall determine if site is suitable for inclusion into either of the Odawa Historic and Cultural Site Registries.

B. The Odawa Historic and Cultural Site Registries shall contain documentation for each site, a physical description of the place, and information about its historical, spiritual or cultural significance, that may be documented by oral histories or stories, a bibliography, photographs, or other means as appropriate.

(Source: WOS 2019-009, August 30, 2019, Section VI)

8.1007 NOTICE OF APPROVAL OR DECLINATION

The THPO shall notify the person who has submitted a nomination for inclusion of a site into either of the Odawa Historic and Cultural Site Registries of the approval or denial within a reasonable time period after the submission of the nomination.

(Source: WOS 2019-009, August 30, 2019, Section VII)

8.1008 RECONSIDERATION PROCESS

Any person who has submitted a nomination to the THPO for inclusion of a site into either of the Odawa Historic and Cultural Site Registries and was denied may ask for reconsideration based on additional or new evidence that support the nomination. The THPO shall have approved policy and procedures that include the appeals process and time-frames.

(Source: WOS 2019-009, August 30, 2019, Section VIII)

8.1009 NOTIFICATION TO OWNER OF PROPERTY

Upon approval of the THPO of inclusion into public Odawa Historic and Cultural Site Registry, the THPO shall notify the owner and/or the person in control of the site of the Registry designation.

(Source: WOS 2019-009, August 30, 2019, Section IX)

8.1010 PRIVATE PROPERTY

Private property listed in the Odawa Historic and Cultural Site Registry does not place any restrictions or requirements on a private property owner. The private landowner is not required to maintain the property in any specific way.

(Source: WOS 2019-009, August 30, 2019, Section X)

8.1011 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2019-009, August 30, 2019, Section XI)

8.1012 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2019-009, August 30, 2019, Section XII)

8.1013 OTHER RELATED STATUTES

See WOS 2014-013 Tribal Historic Preservation Office Protection and Management of

Archaeological, Historical, and Cultural Properties and Cultural Resources Statute, or as may be amended.

(Source: WOS 2019-009, August 30, 2019, Section XIII)

Chapter 11. Natural Burial Grounds

8.1101 PURPOSE

The purpose of this Statute is to establish the law that governs lands set aside for Natural Burials.

(Source: WOS 2020-009, May 1, 2020, Section I)

8.1102 POLICY INTENTION

A. The Natural Burial Grounds are intended for natural burials. The intent of this Statute is to minimize the impact of burials on the planet. Thus, promoting environmentally conscience styles of burials where chemical preservatives are not used and only biodegradable materials are used for caskets and unobtrusive grave markers.

B. The Tribe encourages the use of markers that don't intrude on the landscape. These natural markers can include shrubs and trees, or an engraved flat stone native to the area. The planting of native trees, shrubs and flowers on or near the grave establishes a living memorial and helps form a wildlife area.

C. A Natural Burial Grounds is a green place with trees, grasses, and wildflowers, which in turn bring birds and other wildlife to the area.

D. The Natural Burial Grounds are a statement of personal values for many people who recognize the Circle of Life and that life is cyclical in nature.

(Source: WOS 2020-009, May 1, 2020, Section II)

8.1103 DEFINITIONS

A. *"Burial Right"* means a right of earth interment.

B. *"Embalming"* means a process for using preservatives in order to prevent decay of a body.

C. "*Natural Burial Ground*" means the land set aside for the specific purpose of natural burials.

D. *"Interment"* means the permanent disposition of the remains of a deceased person by cremation, inurnment, entombment or burial.

E. *"Plot"* means a space of sufficient size to accommodate an interment.

F. *"Territorial Jurisdiction of the Little Traverse Bay Bands of Odawa Indians"* means "areas referenced in Public Law 103-324, 25 USC Section 1300k-2(b)(2)(A) as the boundaries *of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat.621."* Little Traverse Bay Bands Constitution, Article V(A)(1)(a).

G. *"Tribal Burial Board"* means the only legal entity that may sell and/or convey the exclusive right of burial on land owned by the Tribe.

H. *"Tribe"* means the Little Traverse Bay Bands of Odawa Indians.

I. *"Vault"* means a lined and sealed unit, generally made of cement, for placement of a casket to prevent the concave of earth after a period of time.

(Source: WOS 2020-009, May 1, 2020, Section III)

8.1104 AUTHORIZATION OF BURIAL ARRANGEMENTS

Burial arrangements shall only be authorized by a person designated in a written instrument signed by the decedent, if none designated then by a sworn statement attesting to the authority. Neither the Tribe nor the Tribal Burial Board shall be required to inquire into the truth of the statement in the sworn statement and shall not be held liable for any unauthorized activities.

(Source: WOS 2020-009, May 1, 2020, Section IV)

8.1105 EMBALMING

A. Embalming is not required for interment in the Natural Burial Grounds, except when the burial or cremation does not take place within 48 hours of death or if the deceased had certain communicable diseases.

B. The time period of 48 hours starts at the time of death of the deceased.

C. Embalming may be required if the deceased needs to be transported out-side of the Tribal Territorial jurisdiction.

(Source: WOS 2020-009, May 1, 2020, Section V)

8.1106 BURIALS

No burial may take place until a Death Certificate has been issued.

(Source: WOS 2020-009, May 1, 2020, Section V)

8.1107 CASKETS OR CONTAINERS

Neither a vault nor casket shall be allowed for a Natural Burial. Containers may be required provided that wooden burial containers or cultural containers are acceptable.

(Source: WOS 2020-009, May 1, 2020, Section VII)

8.1108 GRAVE MARKERS

A. No permanent raised markers shall be allowed in the Natural Burial grounds.

B. Raised markers may be used if made of natural deteriorating items such as wood or other natural materials.

C. Permanent non-raised items may be used such as stone or granite markers.

D. Markers may be represented by small plants or shrubs or non-evasive flora.

E. Deteriorating decorations such as crepe paper-wreaths and other cultural objects may be allowed in the Natural Burial Grounds.

(Source: WOS 2020-009, May 1, 2020, Section VIII)

8.1109 ACTIVITIES AND CEREMONIES

Tribal Ceremonies and activities that honor the deceased may be performed in the Natural Burial Grounds.

(Source: WOS 2020-009, May 1, 2020, Section IX)

8.1110 BURIAL RECORDS

A. A record shall be kept of all interments of which shall include:

1. Name of DeceasedPlace of deathName of Funeral Director, if anyPlace of intermentCopy of Death Certificate

(Source: WOS 2020-009, May 1, 2020, Section X)

8.1111 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws or ordinances of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2020-009, May 1, 2020, Section XI)

8.1112 EFFECTIVE DATE

Effective upon signature of the Executive or shall be deemed enacted if not expressly vetoed by the Executive within thirty (30) days of submission. The Tribal Council may,

by an affirmative vote of seven (7) members of the Tribal Council, override a veto by the Executive.

(Source: WOS 2020-009, May 1, 2020, Section XII)

TITLE IX. CRIMINAL LAWS; LIQUOR CONTROL

Chapter 1. Criminal Code

9.101 JURISDICTION

A. Definition. The criminal jurisdiction of the Little Traverse Bay Bands of Odawa Indians (also referred to in this Code as “Bands” and/or "LTBB") is its power to prohibit certain conduct, as a matter of public policy, within its territory.

B. Power Implementation. That power is exercised by enacting this Code and by punishing people who violate its laws.

C. Territorial Extent. The criminal jurisdiction of the Little Traverse Bay Bands of Odawa Indians shall extend to:

1. all lands and waters described in Article 1 Third and Article 1 Fourth of the Treaty of Detroit of July 31, 1855, 11 Stat. 621;

2. all trust land held now or in the future by the United States for the benefit of the Little Traverse Bay Bands of Odawa Indians;

3. the activities of Band members when exercising treaty hunting and fishing rights wherever such activity occurs.

D. Persons Under LTBB Criminal Jurisdiction. The criminal jurisdiction of LTBB shall extend to:

1. all members of LTBB and

2. all other Indians present within the areas described in Section I (C)[WOTC 9.101(C)] of this Code.

3. The criminal jurisdiction of LTBB shall only extend to adults. However, upon motion of the tribal prosecutor, the judge may, in his/her discretion, try a minor as an adult.

(Source: WOS 1997014, June 22, 1997, Section I)

9.102 DEFINITIONS

For purposes of this Criminal Code:

A. "**Indian**" "Indian" means any person who is either:

1. a member of the Little Traverse Bay Bands of Odawa Indians;

2. a member of any federally-recognized Indian tribe, band, or group; or

3. any person of Indian blood who is generally considered to be an American Indian by the Little Traverse Bay Bands of Odawa Indians community.

B. "**Mental State: Malice**" A person acts "maliciously" or "with malice" when that person consciously formulates a plan to injure the person or property of another and takes steps to carry out such plan.

C. "**Mental State: Intent**"

1. A person acts "intentionally" or "with intent" with respect to conduct when it is that person's conscious desire to engage in certain conduct.

2. A person acts "intentionally" with respect to a result when it is that person's conscious desire that the conduct cause such result.

D. "**Mental State: Knowledge**" A person acts "knowingly" or "with knowledge" when that person is aware of his/her actions and the probable consequences of such actions.

E. "**Mental State: Wanton or Reckless**" A person acts "wantonly" or "recklessly" when that person is aware, or should be aware, that certain conduct will endanger the health, safety, or property of others but persists in engaging in the conduct despite the risks.

F. "**Mental State: Negligent**" A person acts "negligently" or "with neglect" when that person acts in a manner that endangers the safety or property of others without exercising the care that a reasonably prudent person would exercise under the same or similar circumstances.

G. "**Minor**" A minor is any person under eighteen (18) years of age.

H. **Adult**" For purposes of criminal jurisdiction an adult is any person eighteen (18) years of age or older.

I. "**Motor vehicle**" Motor vehicle means any car, truck, motorcycle, or other motor-operated vehicle.

(Source: WOS 1997014, June 22, 1997, Section II)

9.103 REQUIREMENTS FOR CONVICTION

A. **Culpability**. A person shall not be guilty of an offense unless that person acted intentionally, maliciously, knowingly, recklessly or negligently as the law requires with respect to each material element of the offense; provided that any material element of an offense that does not require a mental state may be established by proving that the person participated in the prohibited conduct regardless of his/her state of mind.

B. **Proof**. No person may be convicted of an offense unless each element of the

offense is proved beyond a reasonable doubt.

C. Intoxication.

1. Intoxication is not a defense unless it negates an element of the offense.

2. Self-induced intoxication cannot negate the element of recklessness.

D. Statute of Limitations. No person shall be prosecuted, tried or punished for any criminal offense unless the prosecution is initiated within one (1) year after both of the following conditions have been met:

1. discovery that an offense has been committed, and

2. discovery of the identity of the person who allegedly committed the offense.

E. Multiple Counts. When the conduct of a defendant establishes the commission of more than one offense, the defendant may be prosecuted for each such offense, unless:

1. one offense consists only of an attempt to commit the other;

2. inconsistent findings of fact are required to establish commission of the offenses; or

3. the offenses differ only in that one prohibits a designated kind of conduct generally, and the other prohibits a specific instance of such conduct.

(Source: WOS 1997014, June 22, 1997, Section III)

9.104 AFFIRMATIVE DEFENSES AND ALIBI

A. Duress. It is an affirmative defense that the defendant, engaged in the conduct charged to constitute an offense, was coerced against his/her will by the use of, or

threatened use of, unlawful force against his/her person or the person of another. The coercion must be such that a person of reasonable firmness would be unable to resist.

B. Protection of Self, Property, or Other Person. The use of reasonable force toward another person is justified and is an affirmative defense, if and only if:

1. the force is directed toward one who is using unlawful force, and

2. the person using such force reasonably believes the use of force is necessary for his/her protection or that of a third person.

3. The use of reasonable force toward another person is justified and is an affirmative defense if used to prevent the unlawful entry into the dwelling of the person asserting the defense or into the dwelling of another or to prevent the unlawful carrying away of personal property.

C. Alibi. The defense of alibi, that the accused was somewhere else when the crime was committed, shall be treated procedurally as an affirmative defense.

D. Procedures for raising affirmative defense. The procedures for raising and pleading affirmative defenses shall be specified by Court Rule.

(Source: WOS 1997014, June 22, 1997, Section IV)

COMMENTS

An affirmative defense does not negate an element of the crime, but raises additional circumstances that provide justification for the actions, relieving the defendant of culpability, so that he/she in not held criminally liable. For instance, if a person raises a affirmative defense of duress when being accused of battery, that person does not deny that he/she intentionally struck another. But that person may state, for example, that he/she was coerced into doing so by threats of a third person.

Similarly, if a person raises the defense of protection of self, property, or other person, to

a charge of battery, that person is not denying that he/she intentionally struck another. However, that person is stating that his/her actions were necessary to protect himself/herself or another, and therefore such actions are justified.

9.105 COUNSEL

A. Right to Counsel. Any person accused of an offense under this Code may represent himself before the Tribal Court, or may be represented, at his/her own expense, by a person duly licensed to practice before the Tribal Court.

B. Persons licensed to practice in LTBB Courts. An Attorney admitted to practice law in any state may be licensed to practice in LTBB Courts upon:

1. payment of an annual fee, as specified by Court Rule; provided that the fee may be waived if the attorney is providing pro bono services;

2. certification to the Tribal Court that he/she has read the Court Rules; and

3. taking of an oath to uphold the Constitution and laws of the Little Traverse Bay Bands of Odawa Indians, maintaining due respect for the Tribal Court, and employing, in his/her conduct and duties, the highest degree of ethical and moral standards with which the legal profession is charged. The Tribal Court Rules may also set out a procedure for licensing non-attorney tribal members to practice before the Tribal Court.

(Source: WOS 1997014, June 22, 1997, Section V)

9.106 SENTENCING

A. Types of Sentences. The Court may suspend the imposition of sentence of a person who has been convicted of a crime, may order any appropriate rehabilitative treatment, may order the offender to be committed in lieu of sentence to a hospital or other institution for medical, psychiatric, or other rehabilitative treatment, or may sentence him/her as follows:

1. to perform community service work;

2. to pay restitution or provide services of restitution to the injured parties;

3. to be placed on probation;

4. to imprisonment for a definite period up to the term authorized only if imprisonment is allowed by pre-trial motion pursuant to VI (G) below; and/or

5. to fine and probation, or fine and imprisonment.

B. Delayed Sentencing. The judge may delay final sentencing for a period of up to one (1) year, and order community service and/or rehabilitative services during that time. At the end of the specified time, the judge may, if appropriate, dismiss the charges and expunge them from the Court Record.

C. Taking Jurisdiction Over Family or Household. When an offense has been committed against the family under Section VII (H) [WOTC 9.107(K)] of this Code, the Court may take jurisdiction over the family or household, make child victims wards of the Court, and issue such orders as are necessary to ensure the safety and welfare of family members.

D. Probation. The Court shall have the discretion in any case except where prohibited by this Code or by tribal statute, to suspend all or any part of an offender's sentence and release the defendant on probation. The offender shall sign a probationary pledge, the conditions and limitations of which shall be clearly set forth by the Court.

E. Victim's Impact Statement. Prior to sentencing, the Court shall inform the victim(s) of their right to submit a written statement to the Court detailing the physical, material, and emotional damages that they suffered as a result of the offender's actions. The judge, in his/her discretion, may allow oral testimony to be taken regarding such damages, in addition to, or in lieu of, the written statement.

F. Sentencing Consideration. Before imposing sentence, the court shall take into consideration the offender's prior record, family circumstances, employment status, and any other circumstance which will aid in imposing a just and fair sentence, paying particular attention to the victim's impact statement described above. Restitution and community service work should generally be preferred over incarceration.

G. Right to Trial by Jury. Any person accused of an offense punishable by imprisonment shall have the right, upon request, to a trial by jury of not less than six persons.

(Source: WOS 1997014, June 22, 1997, Section VI; subsection G replaced by WOS 2005-02, March 6, 2005)

COMMENTS

The Tribal Court Judge has considerable discretion in fashioning an appropriate sentence for a person convicted of an offense. However, as was noted above, the maximum jail term and fine that a Tribal Judge may sentence a criminal to is one year or $5,000 or both.

Keeping someone in jail is very expensive, and thus drains tribal resources. Incarceration has not been proven to have significant rehabilitative value. Therefore, it is recommended that other forms of punishment, such as community service work, which will benefit the Tribe, or restitution to help the victim recover from his/her injuries, be preferred over incarceration. It is suggested that incarceration be utilized when the circumstances, such as violent propensity of the offender, make it the only viable alternative.

The ICRA gives the accused a right to a jury trial any time imprisonment is a possibility. Section VI (G) [WOTC 9.106(G)] allows the Court, prior to trial, to rule that imprisonment will be considered in the case. In all other cases, imprisonment will not be a potential punishment and thus the accused will not have the right to a jury trial.

9.107 OFFENSES

A. Contempt of Court and Perjury.

1. Contempt of Court.

a. Offense. Intentional and unjustifiable behavior by any person, which disrupts, obstructs, or otherwise interferes with the conduct of any proceeding of the Court, or which obstructs, or interferes with the administration of justice by the Court, including disobedience or resistance to, or interference with, any lawful summons, subpoena, process, order, rule, term of probation, sentence, decree, or command of the Court, including failure to appear for a court date, shall constitute contempt of court.

b. Contempt committed in the presence of the Court. When contempt of court is committed in the presence of the Court it may be punished summarily by the Court. In such case, an order shall be made reciting the facts constituting the contempt, adjudging the person guilty of contempt, and prescribing the punishment.

c. Contempt committed out of the presence of the Court. When it appears to the Court that contempt has been committed out of the presence of the Court, the Court may issue a summons to the person so charged directing him/her to appear at a time and place designated for a hearing on the matter.

d. Sentence. A person found guilty of contempt of court may be sentenced to a jail term not to exceed thirty (30) days, or to a fine not to exceed one thousand dollars ($1,000.00), or to both. In addition, if a person is charged with contempt for jumping bail, the Court may order forfeiture of the person's bail.

2. Perjury.

a. **Offense**. A person who knowingly gives false testimony when under oath in a proceeding before the Tribal Court shall be guilty of perjury.

b. **Sentence**. A person convicted of perjury may be sentenced to a jail term not to exceed six (6) months or to a fine not to exceed five thousand dollars ($5,000.00) or to both.

B. Scheming and Planning Offenses.

1. Solicitation.

a. **Offense**. A person commits solicitation if, with intent that another person engage in illegal conduct, he/she code, entreats, induces or otherwise endeavors to persuade such person to engage in illegal conduct.

b. **Affirmative defense**. It is an affirmative to a charge of solicitation that the defendant completely renounced his/her criminal intent before commission of the crime, and made a reasonable attempt to prevent the solicited conduct.

c. **Sentence**. A person convicted of solicitation shall be subject to the same punishment as that specified in this Code for the completed offense.

2. Conspiracy.

a. **Offense**. A person commits conspiracy if that person agrees with one or more persons, with intent to promote or facilitate the commission of an offense, that at least one of them will engage in conduct constituting the offense, and one of the parties commits an overt act in furtherance of the agreement.

b. **Affirmative defense**. It is an affirmative defense to a charge of conspiracy that the defendant completely and voluntarily renounced

his/her criminal intent before commission of the crime, and made a reasonable attempt to prevent the illegal action.

c. **Sentence**. A person convicted of conspiracy shall be subject to the same punishment as that specified in this Code for the completed offense.

3. **Attempt**.

a. **Offense**. A person commits an attempt, with respect to any of the enumerated offenses in this Code, if that person, acting with the intent to commit the offense, takes a substantial step toward the commission of the crime, and does not retract his/her action, but is foiled by circumstances beyond his/her control.

b. **Sentence**. A person convicted of an attempt shall be subject to the same punishment as that specified in this Code for the completed offense.

4. **Contributing to the delinquency of a minor**.

a. **Offense**. Any person who aids, abets, or encourages any minor to commit an act that would be an offense under this Code, if committed by an adult, shall be guilty of contributing to the delinquency of a minor.

b. **Sentence**. A person convicted of contributing to the delinquency of a minor may be sentenced to a jail term not to exceed sixty (60) days, or to a fine not to exceed one thousand dollars ($1,000.00) or to both.

5. **Aiding and Abetting**.

a. **Offense**. A person commits an offense if he/she knowingly aids or abets another person in the commission or furtherance of a crime.

b. **Sentence**. A person found guilty of aiding and abetting will be subject to the same sentence as provided for the underlying crime.

COMMENTS

A person cannot be found guilty of aiding and abetting if the principal offender is found not guilty of the underlying crime.

C. Offenses Against the Person.

1. Assault.

a. Offense. A person commits assault if that person, by any unlawful act, threat, or menacing conduct, causes another person to reasonably believe that the other person is in immediate danger of physical harm.

b. Sentence. A person convicted of assault may be sentenced to a jail term not to exceed ninety (90) days or to a fine not to exceed one thousand ($1,000.00) or to both.

2. Assault With a Weapon.

a. Offense. A person commits assault with a weapon if that person, through the use, or threatened use, of a weapon, causes another person to reasonably believe that he/she is in immediate danger of physical harm.

b. Sentence. A person convicted of assault with a weapon may be sentenced to a jail term not to exceed one (1) year, or to a fine not to exceed five thousand dollars ($5,000.00) or to both.

3. Battery.

a. Offense. A person who intentionally strikes or offensively touches the person of another commits the offense of battery.

b. Sentence. A person convicted of battery may be sentenced to a

jail term not to exceed one (1) year or to a fine not to exceed five thousand dollars ($5,000.00) or to both.

4. Sexual Assault.

a. Offense. A person commits sexual assault if that person intentionally or knowingly engages in sexual penetration or sexual contact with any person without the consent of that person. Sexual contact means any fondling or manipulating of any part of the genitals, anus, or female breast.

b. Sentence. Any person found guilty of sexual assault may be sentenced to a jail term not to exceed one (1) year or to fine not to exceed five thousand dollars ($5,000.00) or to both.

5. Sexual Assault of a Child.

a. Offense. A person commits sexual assault of a child if he/she intentionally or knowingly engages in sexual penetration or sexual contact with any person aged 16 years or younger, regardless of whether he/she has the consent of that person. Sexual contact means any fondling or manipulating of any part of the genitals, anus, or female breast.

b. Sentence. Any person found guilty of sexual assault of a child may be sentenced to a jail term not to exceed one (1) year or to a fine not to exceed five thousand dollars ($5,000.00) or both.

6. Child Sexual Abuse.

a. Offense. A person commits child sexual abuse if that person engages a child in sexual activity that the child does not developmentally understand, to which he or she cannot give informed consent, or that violates the social taboos of the community. Child Sexual Abuse includes but is not limited to; all forms of intercourse, oral genital contact,

fondling, exhibitionism and child pornography.

b. **Sentence**. Any person found guilty of Child Sexual Abuse may be sentenced to a jail term not to exceed one (1) year or to a fine not to exceed five thousand dollars ($5,000.00) or to both.

7. **Unlawful Imprisonment**.

a. **Offense**. A person commits unlawful imprisonment if, without lawful authority, that person intentionally removes, detains , restrains, or confines the person of another without his/her consent.

b. **Sentence**. A person convicted of unlawful imprisonment may be sentenced to a jail term not to exceed one (1) year or to a fine not to exceed five thousand dollars ($5,000.00) or to both.

8. **Harassment**.

a. **Offense**. A person who verbally harasses another, including obscene or threatening phone calls, with the intent of causing that person physical or emotional harm, shall be guilty of an offense.

b. **Sentence**. A person convicted of harassment may be sentenced to a jail term not to exceed sixty (60) days or to a fine not to exceed one thousand dollars ($1,000.00) or to both.

COMMENTS

The maximum allowable sentence is prescribed for unlawful imprisonment because very serious transgressions, such as kidnapping, would fall under this offense.

D. **Weapons and Explosives**.

1. **Carrying a deadly weapon without a license**.

a. **Offense**. A person who carries a deadly weapon without being licensed to do so by LTBB or by the State of Michigan commits an offense.

b. **Sentence**. A person convicted of unlawful carrying of a deadly weapon without a license may be sentenced to a jail term not to exceed sixty (60) days or to a fine not to exceed one thousand dollars ($1,000.00) or to both. The judge may also order that the weapon be impounded.

2. **Unlawful use of a weapon**.

a. **Offense**. A person commits unlawful use of a weapon if that person:

i. discharges a firearm in the proximity of a building or vehicle so as to knowingly or recklessly endanger a person or property;

ii. carries a firearm while intoxicated;

iii. handles or uses a firearm or other weapon so as to knowingly or recklessly endanger the safety of another; or

iv. carries a firearm or other weapon with unlawful intent.

b. **Sentence**. A person convicted of unlawful use of a weapon may be sentenced to a jail term not to exceed one hundred eighty (180) days or to a fine not to exceed two thousand dollars ($2,000.00) or to both. The judge may also order that the weapon be impounded.

3. **Dangerous use of explosives**.

a. **Offense**. A person commits dangerous use of explosives if, with

intent to injure, intimidate or terrify another, or to damage another's property, that person maliciously explodes, attempts to explode or places any explosive anywhere within the territorial jurisdiction of the Little Traverse Bay Bands of Odawa Indians.

b. **Sentence**. A person convicted of dangerous use of explosives may be sentenced to a jail term not to exceed one (1) year or to pay a fine not to exceed five thousand dollars ($5,000.00) or to both.

c. In addition to, or in lieu of, the punishments set out above, the Court may order the offender to repair any property damaged by his/her actions or to pay the costs of such repairs to the injured party.

4. **Negligent use of explosives**.

a. **Offense**. A person commits negligent use of explosives if that person negligently explodes, attempts to explode or places any explosive in such a manner as to result in injury to another or to the property of another, or by such action that increases the probability of such injury.

b. **Sentence**. A person convicted of negligent use of explosives may be sentenced to a jail term not to exceed ninety (90) days or to a fine not to exceed three thousand dollars ($3,000.00) or to both.

c. In addition to, or in lieu of, the punishments set out above, the Court may order the offender to repair any property damaged by his/her actions or to pay the costs of such repairs to the injured party.

E. **Theft and Related Crimes**.

1. **Theft of property**.

a. **Offense**. A person commits theft of property if, without lawful authority, that person intentionally or knowingly:

i. controls property of another with the intent to permanently deprive the owner, or person in lawful possession, of such property;

ii. obtains property of another by means of any material misrepresentation with intent to permanently deprive the owner, or person in lawful possession, of such property, or

iii. comes into control of lost, mislaid or incorrectly delivered property under circumstances providing means of inquiry as to the true owner and appropriates such property to himself/herself without making reasonable efforts to notify the true owner.

b. **Sentence**. A person convicted of theft of property may be sentenced to a jail term not to exceed one hundred eighty (180) days or to a fine not to exceed five thousand dollars ($5,000.00) or to both.

c. **Return of property**. When a person is convicted of a theft, the Court shall confiscate the stolen property and return it to its rightful owner. If the property has been lost or destroyed, the Court may require the offender to compensate the rightful owner for the value of the stolen property in addition to, or in lieu of, the sentence set out above.

2. **Robbery**.

a. **Offense**. A person commits robbery if that person threatens another with bodily harm, through the use of force or a weapon, in order to obtain property that is in the lawful custody of the person being threatened.

b. **Sentence**. A person convicted of robbery may be sentenced to a jail term not to exceed one (1) year or to pay a fine not to exceed five thousand dollars ($5,000.00) or to both.

3. Theft of services.

a. Offense. A person commits theft of services if, without lawful authority, that person obtains services which are available only for compensation with the intent of avoiding payment for such services.

b. Sentence. A person convicted of theft of services may be sentenced to a jail term not to exceed ninety (90) days or to a fine not to exceed two thousand dollars ($2,000.00) or to both.

c. Payment for services. The Court may require the offender to compensate the victim for the services wrongfully obtained in addition to, or in lieu of, the sentence set out above.

4. Unauthorized use of a vehicle.

a. Offense. A person commits an offense if that person intentionally or knowingly operates, or tampers with, another's automobile, motorcycle, motorboat or other motor-operated vehicle, without the consent of the owner.

b. Sentence. A person convicted of unauthorized use of a vehicle may be sentenced to a jail term not to exceed sixty (60) days or to a fine not to exceed one thousand dollars ($1,000.00) or to both.

5. Receiving stolen property.

a. Offense. A person commits an offense if that person purchases, receives, conceals, or aids in concealing any property of another knowing, or having reason to know, that such property was obtained by theft or any other means declared by law to be unlawful.

b. Sentence. A person convicted of receiving stolen property may be

sentenced to a jail term not to exceed one hundred eighty (180) days or to pay a fine not to exceed five thousand dollars ($5,000.00) or to both.

F. Burglary and Arson.

1. Burglary.

a. Offense. A person commits burglary if that person enters into a building, boat, or motor vehicle belonging to another with the intent of committing an offense therein.

b. Sentence. A person convicted of burglary may be sentenced to a jail term not to exceed one hundred eighty (180) days or to a fine not to exceed one thousand dollars ($1,000.00) or to both.

2. Arson.

a. Offense. A person commits arson if that person knowingly sets fire to the building or property of another, or sets fire to his/her own property with the intent of collecting insurance benefits, or with the intent of negatively impacting a family member or any person who has a rightful interest in the property.

b. Sentence. A person convicted of arson may be sentenced to a jail term not to exceed one (1) year or to pay a fine not to exceed five thousand dollars ($5,000.00) or to both.

G. Forgery and Related Crimes.

1. Forgery.

a. Offense. A person commits forgery if, with intent to defraud, that person:

i. falsely makes, completes, or alters a written instrument; or

ii. offers or presents a forged instrument knowing such instrument to be forged.

b. **Sentence**. A person who is convicted of forgery may be sentenced to a jail term not to exceed one hundred eighty (180) days or to a fine not to exceed five thousand dollars ($5,000.00) or to both.

2. **Obtaining a signature by deception**.

a. **Offense**. A person commits an offense if, with intent to defraud, that person obtains the signature of another person on a written instrument by knowingly misrepresenting or omitting any material fact relevant to the instrument or transaction.

b. **Sentence**. A person who is convicted of obtaining a signature by deception may be sentenced to a jail term not to exceed one hundred eighty (180) days or to a fine not to exceed four thousand dollars ($4,000.00) or to both.

3. **Criminal impersonation**.

a. **Offense**. A person commits criminal impersonation if that person:

i. assumes a false identity with the intent to defraud another; or

ii. pretends to be a representative of some person or organization with the intent to defraud.

a. **Sentence**. A person who is convicted of criminal impersonation may be sentenced to a jail term not to exceed one hundred eighty (180) days or to a fine not to exceed five thousand dollars ($5,000.00) or to both.

H. Bribery and Related Crimes.

1. Bribery of Officials.

a. Offense. A person commits the offense of bribery if that person:

i. offers, confers, or agrees to confer any benefit upon a tribal official, judge or employee with the intention of influencing such person's vote, opinion, judgment, exercise of discretion or other action in his/her official capacity; or

ii. as a tribal official, judge, or employee solicits, accepts, or agrees to accept any benefit upon an agreement or understanding that his/her official actions may be thereby influenced.

b. Sentence. A person convicted of bribery may be sentenced to a jail term not to exceed one hundred eighty (180) days or to a fine not to exceed five thousand dollars ($5,000.00) or to both.

2. Improper Influence of Official.

a. Offense. A person commits improper influence of an official if that person threatens harm to any tribal official, judge or employee with the intent of influencing such person's official actions.

b. Sentence. A person convicted of improper influence of an official may be sentenced to a jail term not to exceed one hundred eighty (180) days or to a fine not to exceed five thousand dollars ($5,000.00) or to both.

3. Abuse of office.

a. Offense. A person commits abuse of office if that person acts or purports to act in an official capacity; and

i. subjects another to arrest, detention, search or seizure without just and lawful cause; or

ii. maliciously denies or impedes another in the exercise or enjoyment of any right, privilege, power or immunity.

b. **Sentence**. A person convicted of abuse of office may be sentenced to a jail term not to exceed ninety (90) days or to a fine not to exceed three thousand dollars ($3,000.00) or to both.

I. **Obstruction of Tribal Administration**.

1. Resisting or obstructing an officer of the Little Traverse Bay Bands of Odawa Indians or any other law enforcement officer.

a. **Offense**. A person commits an offense if that person intentionally or knowingly obstructs, impairs or hinders:

i. any officer of the Little Traverse Bay Bands of Odawa Indians in the lawful exercise of his/her duties;

ii. any duly authorized person serving or attempting to serve or execute process or any rule or order of the courts of the Little Traverse Bay Bands of Odawa Indians;

iii. any judge or other court personnel of the Little Traverse Bay Bands of Odawa Indians, in the lawful exercise of his/her duties; or

iv. any other law enforcement official in the lawful exercise of his/her duties.

b. **Sentence**. A person convicted of obstruction of tribal

administration may be sentenced to a jail term not to exceed one hundred eighty (180) days or to a fine not to exceed five thousand dollars ($5,000.00) or to both.

2. Escape from lawful custody.

a. Offense. A person commits the offense of escape from lawful custody if that person escapes or attempts to escape from lawful custody or confinement.

b. Sentence. A person convicted of escape from lawful custody may be sentenced to a jail term not to exceed one hundred eighty (180) days or to a fine not to exceed five thousand dollars ($5,000.00) or to both.

3. Helping a person escape from lawful custody.

a. Offense. A person commits an offense if that person helps or attempts to help a person escape from lawful custody or confinement.

b. Sentence. A person convicted of helping a person to escape from lawful custody may be sentenced to a jail term not to exceed one hundred eighty (180) days or a fine not to exceed five thousand dollars ($5,000.00) or to both.

4. Tampering with a public record.

a. Offense. A person commits tampering with a public record if that person intentionally or knowingly and without proper authority:

i. makes or completes a written instrument which purports to be a public record or true copy thereof or alters a written instrument which is a public record or true copy thereof;

ii. presents or uses a written instrument which is or purports to

be a public record or a copy thereof, knowing that it has been falsely made, completed, or altered, with intent that it be taken as genuine;

iii. offers for recording, registration or filing in a tribal office or agency a written statement knowing that it has been falsely made, completed or altered or that it contains a false statement or information; or

iv. knowingly destroys, conceals, removes or otherwise impairs the availability of any public record.

b. Public records mean all official books, papers, written instruments or records created, issued, received or kept by any tribal office, branch or division.

c. **Sentence**. A person convicted of tampering with a public record may be sentenced to a jail term not to exceed two hundred seventy (270) days or to a fine not to exceed five thousand dollars ($5,000.00) or to both.

5. **Malicious criminal prosecution**.

a. **Offense**. A person commits malicious criminal prosecution if that person maliciously causes or attempts to cause a criminal charge to be prosecuted against an innocent person, knowing such person to be innocent.

b. **Sentence**. A person convicted of malicious criminal prosecution may be sentenced to a jail term not to exceed one hundred eighty (180) days or to a fine not to exceed five thousand dollars ($5,000.00) or to both.

6. **Interfering with an election**.

a. **Offense**. A person commits an offense if that person, during the

course of election held by the Little Traverse Bay Bands of Odawa Indians, knowingly:

i. attempts to influence the vote of any person or prevent a person from voting through the use or threatened use of force or violence; or

ii. attempts to cast more than one (1) vote in an election, or in any way interferes with the collection and counting of ballots.

b. **Sentence**. A person convicted of interfering with an election may be sentenced to a jail term not to exceed two hundred seventy (270) days or to a fine not to exceed five thousand dollars ($5,000.00) or to both.

J. **Criminal Damage to Property and Trespass**.

1. **Vandalism**.

a. **Offense**. A person commits the offense of vandalism if that person intentionally or recklessly:

i. defaces or damages the personal or real property of another person; or

ii. defaces or damages the real property of the Little Traverse Bay Bands of Odawa Indians.

b. **Sentence**. A person convicted of vandalism may be sentenced to a jail term not to exceed one hundred eighty (180) days or to a fine not to exceed five thousand dollars ($5,000.00) or to both.

c. **Restitution**. The judge may, in addition to, or-in lieu of, the punishments set out above, order the offender to pay the owner the repair or replacement costs of the damaged property or to perform work for the

owner equal to the value of the damaged property.

2. Littering.

a. Offense. A person commits the offense of littering if that person throws, places, drops or disposes of any litter in a place which is not a lawful waste disposal site or receptacle for the disposal of litter.

b. Sentence. A person convicted of littering may be sentenced to a jail term not to exceed thirty (30) days or a fine not to exceed five hundred dollars ($500.00) or to both.

c. The judge may, in addition to, or in lieu of, the punishments set out above, order the offender to pick up litter within tribal land, as community service, for a time not to exceed eighty (80) hours.

3. Dumping of hazardous material.

a. Offense. A person commits an offense if that person throws, places, drops or disposes of any hazardous material in a place which is not a lawful disposal site for such materials.

b. Sentence. A person convicted of dumping hazardous materials may be sentenced to a jail term not to exceed one (1) year or a fine not to exceed five thousand dollars ($5,000.00) or to both. In addition, the Court may order the person to remove the materials that have been dumped or to pay for the cost of such removal.

4. Trespass.

a. Offense. A person commits the offense of trespass if that person knowingly enters the property or dwelling of another with reason to know that the owner would not permit him/her to do so, or refuses to depart when requested to do so, or enters upon Tribal properties and refuses to

depart when requested to do so by an officer or employee of the Little Traverse Bay Bands of Odawa Indians.

b. **Sentence**. A person convicted of trespass may be sentenced to a jail term not to exceed ninety (90) days or to a fine not to exceed two thousand dollars ($2,000.00) or to both.

K. Offenses Against the Family.

1. Court's jurisdiction expanded.

The court, in its discretion, may order the victim(s) or others touched by any of the offenses enumerated in this Section to undergo appropriate treatments or participate in appropriate rehabilitative program(s).

a. The Court, to protect children who are victims of crimes against the family or who are affected by crimes against the family, may:

i. find probable cause to believe that the children are minors-in-need-of-care and begin appropriate proceedings by entering a protective warrant pursuant to the Children's Code; or

ii. schedule an adjudicatory hearing, pursuant to the Children's Code, to determine whether the children are minors-in-need-of-care.

b. In cases of abuse, the Tribal Court shall have the option of ordering the abuser(s) to vacate the residence and allowing the children to remain in the residence, under the supervision of the Court or its designee.

2. Abandonment of a child.

a. **Offense**. A parent, guardian or other person having legal custody of a child commits abandonment of a child if he/she intentionally or

knowingly abandons a child under seventeen (17) years of age.

b. **Sentence**. A person convicted of abandonment of child may be sentenced to a jail term not to exceed one hundred eighty (180) days or to pay a fine not to exceed three thousand dollars ($3,000.00) or to both.

c. The judge may order the offender to undergo an appropriate rehabilitative program, in lieu of, or in addition to, the sentence set out above, if it appears from the totality of the circumstances that rehabilitative services could help the offender become a responsible parent.

3. **Failure to support a dependent**.

a. **Offense**. A person commits an offense if that person knowingly and persistently fails to provide food, shelter, clothing, medical attention, financial support or other necessary care which he/she is capable of providing to his/her child or other dependent.

b. **Sentence**. A person convicted of failure to support a dependent may be sentenced to a jail term not to exceed ninety (90) days or to a fine not to exceed one thousand dollars ($1,000.00) or to both.

c. The judge may order the offender to undergo an appropriate rehabilitative program, in lieu of or in addition to, the sentence set out above, if it appears from the totality of the circumstances that rehabilitative services could help the offender become a responsible parent.

4. **Sexual conduct with a foster child or stepchild**.

a. **Offense**. A person commits an offense if that person knowingly engages in sexual penetration or contact with his/her foster child or stepchild who is under seventeen (17) years of age. Sexual contact means

any fondling or manipulating of any part of the genitals, anus, or female breast.

b. **Sentence**. A person convicted of sexual conduct with a foster child or stepchild may be sentenced to a jail term not to exceed one (1) year or to a fine not to exceed five thousand dollars ($5,000.00) or to both.

5. **Incest**.

a. **Offense**. A person commits incest if that person knowingly engages in sexual penetration or contact with another who is a member of such person's immediate family. Sexual contact means any fondling or manipulating of any part of the genitals, anus or female breast. For purposes of this Section immediate family means mother, father, son, daughter, brother or sister.

b. **Sentence**. A person who commits incest may be sentenced to a jail term not to exceed one (1) year or to pay a fine not to exceed five thousand dollars ($5,000.00) or to both.

6. **Child abuse**.

a. **Offense**. A person commits the offense of child abuse if that person intentionally, knowingly or recklessly causes physical injury to a child in his/her care or custody.

b. **Sentence**. A person who commits child abuse may be sentenced to a jail term not to exceed one (1) year or to a fine not to exceed five thousand dollars ($5,000.00) or to both.

7. **Spouse abuse**.

a. **Offense**. A person commits an offense if that person intentionally, knowingly or recklessly causes physical injury to his/her spouse.

b. The term spouse for this offense shall include:

i. a husband or wife;

ii. either member of a couple living together; and

iii. either parent of a child.

c. **Sentence**. A person who commits spouse abuse may be sentenced to a jail term not to exceed one (1) year or to a fine not to exceed five thousand dollars ($5,000.00) or to both.

COMMENTS

In keeping with Section III (E) [WOTC 9.103(E)]a person should not be prosecuted for both an offense under this Section and for sexual assault, VII (C) (4) [WOTC 9.107(C)(4)], because sexual conduct with a foster child or stepchild and incest are specific types of sexual assaults.

Also, a person should not be prosecuted for both child abuse and battery, or spouse abuse and battery, because these are specific types of battery. A person who abuses a child, not in his/her care or custody, should be prosecuted for battery.

L. Riot and Related Offenses.

1. Riot.

a. **Offense**. A person commits riot if, with five or more other persons acting together, that person intentionally, knowingly or recklessly uses force or violence, or threatens to use force or violence, which disturbs the public peace.

b. **Sentence**. A person convicted of riot may be sentenced to a jail

term not to exceed one hundred eighty (180) days or to a fine not to exceed four thousand dollars ($4,000.00) or to both.

2. Disorderly conduct.

a. Offense. A person commits disorderly conduct if that person intentionally, knowingly or recklessly:

i. engages in fighting, or provokes a fight;

ii. makes any protracted commotion which prevents the transaction of the business of a lawful meeting, gathering or procession;

iii. makes loud and unreasonable noise; or

iv. engages in the consumption of alcohol out of doors with two or more persons without a tribal permit.

b. Sentence. A person convicted of disorderly conduct may be sentenced to a jail term not to sixty (60) days or to a fine not to exceed one thousand dollars ($1,000.00) or to both.

3. Obstructing a highway or other public thoroughfare.

a. Offense. A person commits an offense if that person intentionally, knowingly or recklessly interferes, having no legal privilege to do so, with the use of any highway or public thoroughfare by creating an unreasonable inconvenience or hazard.

b. Sentence. A person who is convicted of obstructing a highway or other public thoroughfare may be sentenced to a jail term not to exceed sixty (60) days or to a fine not to exceed one thousand dollars ($1,000.00) or to both.

4. Creating false alarm.

a. Offense. A person commits an offense if that person reports a bombing, f ire, crime or other emergency knowing such report to be false or baseless and knowing that:

i. it will cause action by an official or voluntary agency organized to deal with emergencies;

ii. it will place a person in fear or imminent serious bodily injury; or

iii. it will prevent or interrupt the occupation of any building, room, place of assembly or other public place.

b. Sentence. A person convicted of creating false alarm may be sentenced to a jail term not to exceed ninety (90) days or to a fine not to exceed two thousand dollars ($2,000.00) or to both.

5. Public intoxication.

a. Offense. A person commits public intoxication if that person appears in public in an inebriated state to the degree that he/she is unable to care for his/her own safety or is creating a public nuisance.

b. Sentence. A person convicted of public intoxication may be sentenced to a jail term not to exceed thirty (30) days or to a fine not to exceed five hundred dollars ($500.00) or to both.

c. The judge may, in addition to or in lieu of, the punishments set out above, order the offender to participate in an alcohol treatment program.

6. Curfew.

a. **Offense**. All minors must adhere to a curfew of 11:00 p.m. It shall be unlawful for any minor to appear in public after curfew. Furthermore, it shall be unlawful for anyone to allow a minor to violate the tribal curfew.

b. **Sentence**. A person who is found guilty of a curfew violation may be sentenced to a jail term not to exceed thirty (30) days or to pay a fine not to exceed five hundred dollars ($500.00) or to both.

7. **Truancy**.

a. **Offense**. It shall be unlawful for any minor under the age of sixteen (16) to be absent from school without proper permission or excuse. Furthermore, it shall be unlawful for any person to allow any minor under the age of sixteen (16) to be absent from school without proper permission or excuse.

b. **Sentence**. Any person found guilty of truancy may be sentenced in the Court's discretion to ensure regular school attendance.

M. **Traffic Offenses**.

1. **Reckless driving**.

a. **Offense**. A person commits reckless driving if that person operates a motor vehicle in a manner that he/she knows or should know, endangers the safety or property of others, including, but not limited to, driving on the wrong side of the street, weaving, or driving at a speed in excess of that which is prudent under the conditions.

b. **Sentence**. A person convicted of reckless driving may be sentenced to a jail term not to exceed ninety (90) days or a fine not to exceed two thousand dollars ($2,000.00) or to both.

2. Driving while under the influence of intoxicating liquor or other drug.

a. Offense. A person commits an offense if that person operates a motor vehicle within the territorial jurisdiction of the Little Traverse Bay Bands of Odawa Indians while under the influence of alcohol or other drugs.

b. Sentence. A person convicted of driving while under the influence of intoxicating liquor or other drugs may be sentenced to a jail term not to exceed one hundred eighty (180) days or to a fine not to exceed five thousand dollars ($5,000.00) or to both.

c. Order for Treatment. The judge may, in addition to, or in lieu of the punishments set out above, order the offender to participate in an alcohol or substance abuse treatment program.

3. Driving with an open alcohol container.

a. Offense. A person commits an offense if that person operates a motor vehicle while an open container containing an alcoholic beverage is present anywhere in the passenger compartment of the vehicle.

b. Sentence. A person convicted of driving with an open alcohol container may be sentenced to a jail term not to exceed thirty (30) days or to a fine not to exceed one thousand dollars ($1000.00) or to both.

4. Driving with a loaded firearm.

a. Offense. A person commits an offense if that person operates a motor vehicle with a loaded firearm present in the vehicle.

b. Sentence. A person convicted of driving with a loaded firearm may be sentenced to a jail term not to exceed ninety (90) days or to a fine

not to exceed two thousand dollars ($2,000.00) or to both.

5. Operation of motor vehicle without proof of insurance.

a. Offense. A person commits an offense if that person operates a motor vehicle without proof of insurance on his/her person or present in the vehicle.

b. Sentence. A person convicted of operation of a motor vehicle without proof of insurance may be sentenced to a jail term not to exceed sixty (60) days or to a fine not to exceed one thousand dollars ($1,000.00). The uninsured vehicle may be impounded by LTBB until it is properly insured.

N. Criminal Homicide.

1. Offense. A person commits the offense of criminal homicide if:

a. that person intentionally causes the death of another person;

b. with intent to cause bodily injury to a person, that person causes the death of the intended victim or any other person;

c. that person voluntarily commits or participates in: the commission of, or attempts to commit, arson, robbery, burglary, kidnaping, assault, or sexual assault, and in the course of, or in furtherance of the crime that is being committed or attempted, or during flight from the scene of the crime, the death of a person is caused;

d. that person recklessly or by gross negligence causes the death of another person, including the reckless operation of a motor vehicle; or

e. that person, through the negligent operation of a motor vehicle, causes the death of another person.

2. **Sentence**. A person convicted of criminal homicide may be sentenced to a jail term not to exceed one (1) year or to a fine not to exceed five thousand dollars ($5,000.00), or to both, or to the maximum penalty allowable under federal law.

COMMENTS

An discussed above, under the Indian Civil Rights Act, a tribal court may only sentence an offender to a maximum of one (1) year in jail and/or a fine of five thousand dollars ($5,000.00). Every effort should be made to obtain a federal prosecution in cases of criminal homicide, in addition to the tribal court prosecution. An offender can be prosecuted in both tribal and federal court without violating the United States Constitutional prohibition against double jeopardy because the tribal and federal governments are separate sovereign entities. United States v Wheeler, 435 US 313 (1978).

O. **Alcohol-Related Offenses**.

1. **Possession or consumption of alcohol by a person under 21 years of age**.

a. **Offense**. A person commits an offense if that person is under twenty-one (21) years of age and knowingly possesses or consumes any alcoholic beverage.

b. **Sentence**. A person convicted of possession or consumption of alcohol by a person under 21 years of age may be compelled to perform an amount of community service work and/or undergo rehabilitative treatment as deemed appropriate by the tribal judge.

c. In addition, the Court may sentence the person who commits this offense to a jail term not to exceed thirty (30) days or to a fine not to exceed one thousand dollars ($1,000.00) or to both.

2. Furnishing alcohol to a person under 21 years of age.

a. Offense. A person commits an offense if that person knowingly furnishes, purchases, provides or in any way procures, any alcoholic beverage for the possession or consumption by a person under twenty-one (21) years of age.

b. Sentence. A person convicted of furnishing alcohol to a person under twenty-one (21) years of age may be sentenced to a jail term not to exceed sixty (60) days or to a fine not to exceed one thousand dollars ($1,000.00) or to both.

3. Allowing a person under 21 years of age to consume alcohol.

a. Offense. A person commits an offense if that person knowingly allows a person under twenty-one (21) years of age to consume alcohol in his/her residence, vehicle, or presence.

b. Sentence. A person convicted of allowing a person under twenty-one (21) years of age to consume alcohol may be sentenced to a jail term not to exceed sixty (60) days or to a fine not to exceed one thousand dollars ($1,000.00) or to both.

P. Controlled Substances.

1. Possession, Use, Sale, Manufacture and/or Distribution.

a. Offense. It shall be unlawful for any person to possess, use, sell, manufacture and/or distribute any controlled substance defined and/or described in the Uniform Controlled Substances Act, 21 U.S.C. Section 812, as updated, without prior authorization, with the exception of Marihuana (Marijuana) with the following prohibitions:

i. No person shall transfer of marihuana or marihuana accessories to a person under the age of 21.

ii. No person under the age of 21 shall possess, consume, purchase or otherwise obtain, cultivate, process, transport, or sell marihuana.

iii. No person shall possess more than 2.5 ounces of marihuana within a person's place of residence unless the excess marihuana is stored in a container or area equipped with locks or other functioning security devices that restrict access to the contents of the container or area, except that not more than 15 grams of marihuana may be in the form of marihuana concentrate; within the person's residence, possessing, storing, and processing not more than 10 ounces of marihuana and any marihuana produced by marihuana plants cultivated on the premises and cultivating not more than 12 marihuana plants for personal use, provided that no more than 12 marihuana plants are possessed, cultivated, or processed on the premises at once.

iv. No person shall consume marihuana while operating, navigating, or being in physical control of any motor vehicle, aircraft, snowmobile, off-road recreational vehicle, or motorboat, or smoking marihuana within the passenger area of a vehicle upon a public way.

v. No person shall operate, navigate, or being in physical control of any motor vehicle, aircraft, snowmobile, off-road recreational vehicle, or motorboat while under the influence of marihuana.

vi. No person shall consume marihuana in a public place or smoke marihuana where prohibited by the person who owns, occupies, or manages the property, except for purposes of this subdivision a public place does not include an area designated for consumption within a municipality that has authorized consumption in designated areas that are not accessible to persons under 21 years of age.

vii. No person shall possess marihuana accessories or possessing or consuming marihuana on the grounds of a public or private school where children attend classes in preschool programs, kindergarten programs, or grades 1 through 12, in a school bus, or on the grounds of any correctional facility.

viii. No person shall separation of plant resin by butane extraction or another method that utilizes a substance with a flashpoint below 100 degrees Fahrenheit in any public place, motor vehicle, or within the curtilage of any residential structure.

ix. No person shall cultivate marihuana plants if the plants are visible from a public place without the use of binoculars, aircraft, or other optical aids or outside of an enclosed area equipped with locks or other functioning security devices that restrict access to the area.

b. Sentence. Any person convicted of this offense may be sentenced to a jail term not to exceed one year or to pay a fine not to exceed five thousand dollars ($5,000.00) or to both.

(Source: WOS 2019-007, August 30, 2019, Section XII)

2. Youth and tobacco.

a. Offense. It shall be unlawful for any minor to possess, use or purchase any tobacco or tobacco products. Furthermore, it shall be unlawful for any person to allow the possession, use or sale of tobacco or tobacco products to any minor.

b. Sentence. Any person found guilty of this offense may be sentenced to a jail term not to exceed ninety (90) days or to pay a fine not to exceed two thousand dollars ($2,000.00) or to both.

c. Affirmative Defense. It shall be an affirmative defense to this offense when the alleged violation occurred in the furtherance of a recognized tribal and/or religious purpose.

Q. Animal Control.

1. Failure to have a dog properly licensed.

a. **Offense**. Any person who owns a dog must have the dog properly licensed under the County Animal Control Enforcement Ordinance or by the Little Traverse Bay Bands of Odawa Indians if LTBB sets up its own animal licensing system. A person commits an offense if that person fails to have his/her dog so licensed.

b. **Sentence**. A person who commits an offense may be sentenced to a jail term not to exceed thirty (30) days or to a fine not to exceed five hundred dollars ($500.00) or to both.

2. **Allowing a dog to be a public nuisance**.

a. **Offense**. Any persons who owns, possesses or maintains a dog is responsible for such dog. A person, whose dog barks outside to an extent that a person of reasonable sensibility is disturbed by such barking, or whose dog is vicious or has propensity to be vicious, commits its an offense.

b. **Sentence**. Any person convicted of allowing a dog to be a public nuisance may be sentenced to a jail term not to exceed thirty (30) days or to pay a fine not to exceed five hundred dollars ($500.00) or to both.

c. In addition, the Court may order the destruction of the dog if necessary to protect the public.

3. **Allowing a dog to run at large**.

a. **Offense**. It shall be unlawful for any dog to run at large; provided that a dog engaged in hunting need not be leashed when under reasonable control of its owner, or possessor. The owner of a dog running at large commits an offense.

b. **Sentence**. Any person convicted of allowing a dog to run at large may be sentenced to a jail term not to exceed thirty (30) days or to pay a

fine not to exceed one thousand dollars ($1,000.00) or to both.

4. Animal abuse.

a. Offense. A person commits an offense if that person intentionally beats, cruelly treats, torments, overloads or otherwise abuses any dog, livestock or poultry, or instigated any dog fight, cock fight, bull fight or other combat between animals or between animals and humans.

b. Sentence. A person convicted of animal abuse may be sentenced to a jail term not to exceed thirty (30) days or to a fine not to exceed one thousand dollars ($1,000.00) or to both.

R. Violation of Tribal Ordinance.

1. Offense. In addition to the offenses specified above, a person commits an offense under this Code if that person violates any criminal statute or ordinance duly enacted by the Tribal Council.

2. Sentence. A person convicted of violation of a tribal ordinance may be subject to whatever punishment is specified in the ordinance that was violated.

S. Habitual Offender.

1. Offense. Any person who is convicted under tribal law, who has previous convictions under tribal law, may be charged as a habitual offender.

2. Sentence. A person convicted of being an habitual offender may be sentenced as follows:

a. 2nd offense. One and one half (1 ½) times the maximum for the underlying offense not to exceed a jail term of one year or to pay a fine not to exceed five thousand dollars ($5,000.00) or to both.

b. **3rd offense**. Two (2) times the maximum for the underlying offense not to exceed a jail term of one (1) year or to pay a fine not to exceed five thousand dollars ($5,000.00) or to both.

c. **4th or more offense**. Not to exceed a jail term of one (1) year or to pay a fine not to exceed five thousand dollars ($5,000.00) or to both.

(Source: WOS 1997014, June 22, 1997, Section VII)

T. Crimes Against Officers and Natural Resources

1. Assault of an Officer.

a) Offense. A person commits assault of an Officer if that person, by any intentional act, threat, or menacing conduct, causes the Officer to reasonably believe that he/she is in immediate danger of physical harm.

b) Sentence. A person convicted of assault of an Officer may be sentenced to a jail term not to one (1) year, or a fine not to exceed five thousand dollars ($5,000.00) or both.

2. Assault of an Officer With a Weapon.

a) Offense. A person commits assault of an Officer with a weapon if that person, through the intentional or negligent use, or threatened use, of a weapon, causes the Officer to reasonably believe that he/she is in immediate danger of physical harm.

b) Sentence. A person convicted of assault of an Officer with a weapon may be sentenced to a jail term not to exceed one (1) year, or a fine not to exceed five thousand dollars ($5,000.00) or both.

3. Battery of An Officer

a) Offense. A person who intentionally strikes or physically restrains or physically impedes an Officer commits the offense of battery of an Officer.

b) Sentence. A person convicted of battery of an Officer may be sentenced to a jail term not to exceed one (1) year or a fine not to exceed five thousand dollars ($5,000.00) or both.

4. Eluding an Officer

a) Offense. A person who knowingly flees or attempts to evade an Officer after a visible or audible command to stop commits the offense of eluding an Officer. A visible or audible signal under this section may include the use of hands, voice, emergency lights or sirens.

b) Sentence. A person convicted of Eluding an Officer may be sentenced to a jail term not to exceed six (6) months or a fine not to exceed two thousand five hundred dollars ($2,500.00) or both.

5. Larceny of Natural Resources.

a) Offense. A person who, without permission of the owner, knowingly molests, disturbs or appropriates any wild plant, wild fish, wild animal or carcass thereof, which has been lawfully reduced to possession by or otherwise owned by another commits the offense of larceny of natural resources.

b) Sentence. A person convicted of larceny of natural resources may be sentenced to a jail term not to exceed ninety (90) days or a fine not to exceed one thousand dollars ($1,000.00) or both.

6. Violation of a natural resource license or permit revocation or suspension order.

a) Offense. A person commits an offense if he/she knowingly violates any natural resources license or permit suspension or revocation order.

b) Sentence. A person convicted of violation of a natural resource license or permit revocation or suspension order may be sentenced to a jail term not to

exceed ninety (90) days or a fine not to exceed one thousand dollars ($1,000.00) or both.

7. Impersonating an Officer.

a) Offense. A person who is not an Officer who intentionally claims to be such an Officer through the use of false claims or disguise commits the offense of impersonating an Officer.

b) Sentence. A person convicted of impersonating an Officer may be sentenced to a jail term not to exceed six (6) months or a fine not to exceed two thousand five hundred dollars ($2,500.00) or both.

8. Failure to report natural resource harvesting injury or death.

a) A person who witnesses or encounters any life threatening injury or death of another resulting from the actions of any person taking or attempting to take any wildlife, game, fish or furbearer, and who fails to make a reasonable attempt to report the injury or death to Tribal or other law enforcement or emergency response officials commits the offense of failing to report natural resource harvesting injury or death.

b) Sentence. A person convicted of failing to report natural resource harvesting injury or death may be sentenced to a jail term not to exceed ninety (90) days or a fine not to exceed two thousand five hundred dollars ($2,500.00) or both.

9. Damaging or stealing gear.

a) Offense. A person who intentionally damages or steals any nets, stands, traps or gear belonging to another hunter, fisher or trapper commits the offense of damaging or stealing gear.

b) Sentence. A person convicted of damaging or stealing gear may be sentenced to a jail term not to exceed ninety (90) days or a fine not to exceed two thousand five hundred dollars ($2,500.00) or both.

10. Conspiracy to violate natural resource regulation or law.

a) Offense. A person commits conspiracy to violate natural resource regulation or law if that person agrees with one or more persons, with intent to promote or facilitate the commission of a violation, that at least one of them will engage in conduct constituting the violation, and one of the parties commits an overt act in furtherance of the agreement.

b) Sentence. A person convicted of conspiracy to violate natural resource regulation of law may be sentenced to a jail term not to exceed ninety (90) days or a fine not to exceed two thousand five hundred dollars ($2,500.00) or both, in addition to any punishment provided for the specific violation if he/she actually carried it out.

11. Taking or harming threatened or endangered species.

a) Offense. A person who intentionally harms or harvests a threatened or endangered plant or animal species commits the offense of taking or harming a threatened or endangered species.

b) Sentence. A person convicted of taking or harming a threatened or endangered species may be sentenced to a jail term not to exceed six (6) months or a fine not to exceed five thousand dollars ($5,000.00) or both.

12. Falsification of identification to procure a Tribal natural resource license.

a) Offense. A person who intentionally presents false identification for purposes of obtaining a natural resource license or permit that the person would not otherwise be entitled to commit the offense of falsification of identification to procure a Tribal natural resource license.

b) Sentence. A person convicted of falsification of identification to procure a Tribal natural resource license may be sentenced to a jail term not to exceed ninety (90) days or a fine not to exceed two thousand five hundred dollars ($2,500.00) or both.

(WOS 2008-12, October 5, 2008, Section XII)

9.108 EFFECTIVE DATE

This statute shall remain in full force and effect until superceded by subsequent legislative action of the Tribal Council.

(Source: WOS 1998014, October 8, 1998)

Chapter 2. Sex Offense Statute

9.201 SECTION I. SHORT TITLE

This Statute may be cited as the "Sex Offense Statute" and repeals and replaces WOS 2009-009, or as amended.

(Source: WOS 2018-012, August 15, 2018, Section I)

9.202 PURPOSE

The purpose of this Statute is to set forth the Tribe's jurisdiction and sovereign right to exercise its power to deem certain acts as criminal and prohibit sexual offenses.

(Source: WOS 2018-012, August 15, 2018, Section II)

9.203 DEFINITIONS

A. "Breast" means any portion of the female breast below the top of the areola;

B. "Broadcast" means to electronically transmit a visual image with the intent that it be viewed by a person or persons;

C. "Capture" with respect to an image, means to videotape, photograph, film, record by any means, or broadcast;

D. "Coercion", for the purposes of this Statute, means any of the following:

1. the use or threat of force against, abduction of, serious harm to, or physical restraint of an individual;

2. the use of a plan, pattern, or statement with intent to cause an individual to believe that failure to perform an act will result in the use of force against, abduction of, serious harm to, or physical restraint of an individual;

3. the abuse or threatened abuse of law or legal process;

4. controlling or threatening to control an individual's access to a controlled substance. "Controlled substance" is defined and described in the Uniform Controlled Substances Act, 21 U.S.C. Section 812, as updated, and any controlled substance defined in that Act that is mixed with or contains any of the following unless use and/or possess is defined or reclassified by federal or Tribal law;

5. the destruction of, taking of, or the threat to destroy or take an individual's identification document or other property;

6. use of debt bondage;

7. the use of an individual's physical or mental impairment, where such impairment has substantial adverse effects on the individual's cognitive or volitional functions;

8. the commission of civil or criminal fraud.

E. "Consent" means that at the time of the act of sexual intercourse or sexual contact there are actual words or conduct indicating freely given agreement to have sexual intercourse or sexual contact;

F. "Married" means one who is legally married to another, but does not include a person who is living separate and apart from his or her spouse and who has filed in an appropriate court for legal separation or for dissolution of his or her marriage;

G. "Mental incapacity" is that condition existing at the time of the offense which prevents a person from understanding the nature or consequences of the act of sexual intercourse or sexual contact whether that condition is produced by illness, defect, the influence of a substance or from some other cause;

H. "Physically helpless" means a person who is unconscious or for any other reason is physically unable to communicate unwillingness to an act;

I. "Recklessly" means with respect to a result or to a circumstance described by a statute defining an offense that a person is aware of and consciously disregards a substantial and unjustifiable risk that the result will occur or that the circumstance exists. The risk must be of such nature and degree that disregard of such risk constitutes a gross deviation from the standard of conduct that a reasonable person would observe in the situation. A person who creates such a risk but is unaware of such risk solely by reason of voluntary intoxication also acts recklessly with respect to such risk;

J. "Sex" means acts of masturbation, sexual intercourse, or physical contact with a person's genitals, or the condition of human male or female genitals when in a state of sexual stimulation or arousal;

K. "Sexual act" means:

1. contact between the penis and the vulva or the penis and the anus, and for purposes of this subparagraph contact involving the penis occurs upon penetration, however slight;

2. contact between the mouth and the penis, the mouth and the vulva, or the mouth and the anus;

3. the penetration, however slight, of the anal or genital opening of another by a hand or finger or by any object, with an intent to abuse, humiliate, harass, degrade, or arouse or gratify the sexual desire of any person; or

4. the intentional touching, not through the clothing, of the genitalia of another person who has not attained the age of 16 years with an intent to abuse, humiliate, harass, degrade, or arouse or gratify the sexual desire of any person;

L. "Sexual contact" means the intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or buttocks of any person with an intent to abuse, humiliate, harass, degrade, or arouse or gratify the sexual desire of any person;

M. "Significant Relationship" means a situation in which the perpetrator is:

1. A person who undertakes the responsibility, professionally or voluntarily, to provide education, health, welfare, or organized recreational activities principally for minors; or

2. A person who in the course of his or her employment supervises minors.

N. "Territorial Jurisdiction of the Little Traverse Bay Bands of Odawa Indians" means "areas referenced in Public Law 103-324, 25 USC Section 1300k-2(b)(2)(A) as the boundaries *of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat.621."* Little Traverse Bay Bands Constitution, Article V(A)(1)(a);

O. "Tribal Court" means the Little Traverse Bay Bands of Odawa Indians Tribal Court;

P. "Tribe" means the Little Traverse Bay Bands of Odawa Indians;

Q. "Under circumstances in which that individual has a reasonable expectation of privacy" means:

1. circumstances in which a reasonable person would believe that he or she could disrobe in privacy, without being concerned that an image of a private area of the individual was being captured; or

2. circumstances in which a reasonable person would believe that a private area of the individual would not be visible to the public, regardless of whether that person is in a public or private place.

(Source: WOS 2018-012, August 15, 2018, Section III)

9.204 JURISDICTION

A. Criminal jurisdiction of the Tribe extends to adult LTBB citizens and adult citizens of Federally Recognized Tribes, however, upon motion of the Tribal Prosecutor the Judge has the discretion to try a minor as an adult.

B. The Indian Civil Rights Act (ICRA), 25 U.S.C. Section 1302, was enacted by Congress in 1968. The Tribe's jurisdiction is limited to punishments that may impose up to a one (1) year jail term and a fine up to $5,000.00.

C. TLOA, PL 111-211, was enacted by Congress in 2013. The Tribe's jurisdiction is extended to punishments that may impose up three (3) years imprisonment and a fine up to $15,000.00, up the enactment of a Tribal Council Resolution.

(Source: WOS 2018-012, August 15, 2018, Section IV)

9.205 JUVENILE TRANSFER TO THE ADULT DIVISION OF TRIBAL COURT

A. If the juvenile is at least sixteen (16) years of age at the time of the offense, the Prosecutor shall have the option of filing the action as a juvenile offender proceeding or as an adult criminal matter. If the juvenile is between the ages of fourteen (14) and sixteen (16) and is

alleged to have committed an offense, the Prosecutor may file a petition requesting the Court to transfer the juvenile to the Adult Division of the Court.

B. No juvenile under the age of fourteen (14) years of age shall be charged as an adult for violations under this Statute.

(Source: WOS 2018-012, August 15, 2018, Section V)

9.206 VICTIM'S PAST BEHAVIOR

A. In order to convict a person of any offense defined in this Statute it shall not be necessary that the testimony of the alleged victim be corroborated.

B. Evidence of the victim's past sexual behavior including but not limited to: the victim's marital history, divorce history, or general reputation for promiscuity, non-chastity, or sexual mores contrary to tribal community standards is inadmissible on the issue of credibility and is inadmissible to prove the victim's consent except as follows:

1. The perpetrator and the victim have engaged in sexual intercourse with each other in the past, and when the past behavior is material to the issue of consent, evidence concerning the past behavior between the perpetrator and the victim may be admissible on the issue of consent to the offense.

2. The Tribal Court shall hold a hearing out of the presence of the jury, if any, and the hearing shall be closed except to the necessary witnesses, the defendant, counsel, and those who have a direct interest in the case or in the work of the court.

3. Nothing in this section shall be construed to prohibit cross-examination of the victim on the issue of past sexual behavior when the Prosecution presents evidence in its case in chief tending to prove the nature of the victim's past sexual behavior, but the court may require a hearing concerning such evidence.

(Source: WOS 2018-012, August 15, 2018, Section VI)

9.207 DEFENSES TO PROSECUTION

A. In any prosecution in which lack of consent is based solely upon the victim's mental incapacity or upon the victim's being physically helpless, it is a defense which the defendant must prove by a preponderance of the evidence that at the time of the offense the defendant reasonably believed that the victim was not mentally incapacitated and/or physically helpless.

B. In any prosecution in which the offense depends on the victim's age, it is not a defense that the perpetrator did not know the victim's age, or that the perpetrator believed the victim to be older, as the case may be; provided, that it is a defense which the defendant must prove by a preponderance of the evidence that at the time of the offense the defendant reasonably believed the alleged victim to be the age identified based upon declarations as to age by the alleged victim.

(Source: WOS 2018-012, August 15, 2018, Section VII)

9.208 *Reserved*

9.209 STATUTE OF LIMITATIONS

A. A prosecution for an offense under this Statute must be commenced within five (5) years after commission of the offense.

B. The set time period begins when the victim, if a child, turns eighteen years of age.

C. Time spent outside of the Tribal jurisdiction shall not be counted toward the statute of limitations to begin prosecution.

(Source: WOS 2018-012, August 15, 2018, Section IX)

9.210 OFFENSES

A. **Criminal Sexual Conduct** is a crime that is punishable up to the Tribe's maximum jurisdiction and is a felony. A person is guilty of criminal sexual conduct if he or she engages in sexual penetration with another person and if any of the following circumstances exists:

1. That other person is under 13 years of age.

2. That other person is at least 13 but less than 16 years of age and any of the following:

a. The actor is a member of the same household as the victim.

b. The actor is related to the victim by blood or affinity to the fourth degree.

c. The actor is in a position of authority over the victim and used this authority to coerce the victim to submit.

d. The actor is a teacher, substitute teacher, or administrator, employee, volunteer or a contractual service provider of a school, school district, or intermediate school district in which that other person is enrolled and the actor uses his or her employee, contractual, or volunteer status to gain access to, or to establish a relationship with, that other person.

e. The actor is an employee, contractual service provider, or volunteer of a child care organization, or a person licensed to operate a foster family home or a foster family group home in which that other person is a resident, and the sexual penetration occurs during the period of that other person's residency.

3. Sexual penetration occurs under circumstances involving the commission of any other felony.

4. The actor is armed with a weapon or any article used or fashioned in a manner to lead the victim to reasonably believe it to be a weapon.

5. The actor causes personal injury to the victim and force or coercion is used to accomplish sexual penetration.

6. The actor causes personal injury to the victim, and the actor knows or has reason to know that the victim is mentally incapable, mentally incapacitated, or physically helpless.

7. That other person is mentally incapable, mentally disabled, mentally incapacitated, or physically helpless, and any of the following:

8. The actor is related to the victim by blood or affinity to the fourth degree.

9. The actor is in a position of authority over the victim and used this authority to coerce the victim to submit.

A. **Child Molestation** is a crime that is punishable up to the Tribe's maximum jurisdiction and is a felony. A person is guilty of the offense of Child Molestation when the person has, or knowingly causes:

1. another person under the age of eighteen (18) to have, sexual contact with another who is at least twelve (12) years old but less than fourteen (14) years old and the perpetrator is at least thirty-six (36) months older than the victim.

2. another person under the age of eighteen (18) to have, sexual contact with another who is at least fourteen (14) years old but less than sixteen (16) years old and not married to the perpetrator and the perpetrator is at least forty-eight (48) months older than the victim.

3. another person under the age of eighteen (18) to have sexual contact with another who is less than twelve years old (12) and the perpetrator is at least thirty-six (36) months older than the victim.

B. **Sexual Misconduct with a Child** is a crime that is punishable up to the Tribe's maximum jurisdiction and is a felony. A person is guilty of the offense of Sexual Misconduct with a Child when the person has, or knowingly causes:

1. another person under the age of eighteen (18) to have, sexual contact with another person who is at least sixteen (16) years old but less than eighteen (18) years old and not married to the perpetrator, if the perpetrator is at least sixty (60) months older than the victim, is in a significant relationship to the victim, and abuses that relationship in order to engage in or cause another person under the age of eighteen (18) to engage in sexual contact with the victim; or

2. another person under the age of eighteen (18) to have, sexual intercourse with another person who is at least sixteen (16) years old but less than eighteen (18) years old and not married to the perpetrator, if the perpetrator is at least sixty (60) months older than the victim, is in a significant relationship to the victim, and abuses that relationship in order to engage in or cause another person under the age of eighteen (18) to engage in sexual intercourse with the victim.

C. **Indecent Exposure** is a crime that is punishable up to the Tribe's maximum jurisdiction and is a felony. A person is guilty of the offense of Indecent Exposure if he or she knowingly or recklessly exposes his or her genitals or anus or she exposes her breast or breasts and another person is present or is reckless about whether such other person may be present and would be offended or alarmed by the act. Unless it is under circumstances in which that individual has a reasonable expectation of privacy. The provisions of this section shall apply regardless of whether the person violates the section in person or via the Internet or other electronic means.

D. **Indecent Exposure to a Child** is a crime that is punishable up to the Tribe's maximum jurisdiction and is a felony. A person is guilty of the offense of Indecent Exposure if he or she knowingly and purposefully exposes his or her genitals or anus or she exposes her breast or breasts and another person under the age of fifteen (15), unless it is under circumstances in which that individual has a reasonable expectation of privacy. The provisions of this section shall apply regardless of whether the person violates the section in person or via the Internet or other electronic means.

E. **Public Sexual Indecency** is a crime that is punishable up to the Tribe's maximum jurisdiction and is a felony. A person commits the offense of Public Sexual Indecency by intentionally or knowingly engaging in any of the following acts, if another person is present, and the defendant is reckless about whether such other person, as a reasonable person, would be offended or alarmed by the act:

1. An act of sexual contact.

2. An act of oral sexual contact.

3. An act of sexual intercourse.

4. An act involving contact between the person's mouth, vulva or genitals and the anus or genitals of an animal.

The provisions of this section shall apply regardless of whether the person violates the section in person or via the Internet or other electronic means.

F. **Prostitution and Child Prostitution** see WOS Human Trafficking Statute

G. **Sexual Exposure of a Child** is a crime that is punishable up to the Tribe's maximum jurisdiction and is a felony. A person is guilty of the offense of Sexual Exposure of a Child when a person knowingly:

1. exposes his or her genitals to a child less than fifteen (15) years of age under circumstances in which he or she knows that his or her conduct is likely to cause affront or alarm to the child;

2. exposes his or her genitals to a child less than (15) fifteen years of age for the purpose of arousing or gratifying the sexual desire of any person, including the child; or

3. coerces or induces a child less than fifteen (15) years of age to expose the child's genitals for the purpose of arousing or gratifying the sexual desire of any person, including the child.

The provisions of this section shall apply regardless of whether the person violates the section in person or via the Internet or other electronic means.

H. Sexual Abuse of a Child is a crime that is punishable up to the Tribe's maximum jurisdiction and is a felony. A person is guilty of the offense of Sexual Abuse of a Child when a person:

1. knowingly employs, uses, or permits the employment or use of a child in an exhibition of sexual conduct, actual or simulated;

2. knowingly capture by photographs, films, videotapes, develops or duplicates the photographs, films, or videotapes, or records a child engaging in sexual conduct, actual or simulated;

3. knowingly, by any means of communication, including electronic communication, persuades, entices, counsels, or procures a child under sixteen (16) years of age or a person the offender believes to be a child under sixteen (16) years of age to engage in sexual conduct, actual or simulated;

4. knowingly processes, develops, prints, publishes, transports, distributes, broadcasts, sells, exhibits, or advertises any visual or print medium, including a medium by use of electronic communication in which a child is engaged in sexual conduct, actual or simulated;

5. knowingly possesses any visual or print medium, including a medium by use of electronic communication in which a child is engaged in sexual conduct, actual or simulated;

6. possesses with intent to sell any visual or print medium, including a medium by use of electronic communication in which a child is engaged in sexual conduct, actual or simulated; or

7. finances any of the activities, knowing that the activity is of the nature described as Sexual Abuse of a Child.

I. Visual Representation of a Sexual Act involving a Child is a crime that is punishable up to the Tribe's maximum jurisdiction and is a felony. A person commits the offense of Visual Representation of a Sexual Act involving a Child when a person attempts, conspiracies or knowingly possesses, produces, reproduces, distributes, broadcast, receives, or has the intent to distribute or broadcast, a visual depiction of any kind, including a drawing, cartoon, sculpture, or painting, that:

1. depicts a minor engaging in sexually explicit conduct and is obscene, or

2. depicts an image that is, or appears to be, of a minor engaging in graphic bestiality, sadistic or masochistic abuse, or sexual intercourse, including genital-genital, oral-genital, anal-genital, or oral-anal, whether between persons of the same or opposite sex, and such depiction lacks serious literary, artistic, political, or scientific value.

J. Incest is a crime that is punishable up to the Tribe's maximum jurisdiction and is a felony. A person commits the offense of Incest when a person knowingly marries a person who is biologically related to the following persons:

1. Parent and child;

2. Grandparent and grandchild;

3. Brother and sister, or half-brother and half-sister;

4. Uncle and niece, or aunt and nephew; or

5. Cousins in the first degree.

(Source: WOS 2018-012, August 15, 2018, Section X)

9.211 through 9.229 ***Reserved***

9.230 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2018-012, August 15, 2018, Section XXX)

9.231 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2018-012, August 15, 2018, Section XXXI)

9.232 OTHER RELATED STATUTES

See Crimes Statute; Criminal Conduct and Protection Statute; Sex Offense Statute; Sex Offender Registration and Notification Statute; Felony Defined Statute; Domestic Violence Statute; Victim's Rights Statute; Personal Protection Orders and No Contact Orders and Violations of Protective Order; or as may be amended.

(Source: WOS 2018-012, August 15, 2018, Section XXXII)

Chapter 3. Civil Traffic

9.301 SHORT TITLE

This Statute may be cited as the "Civil Traffic Statute", and repeals and replaces any prior law, Statute or resolution, including WOS 2006-021.

(Source: WOS 2010-011, October 14, 2010, Section I)

9.302 PURPOSE

The purpose of this Statute is to establish a Civil Traffic Statute.

(Source: WOS 2010-011, October 14, 2010, Section II)

9.303 CREATION AND AUTHORITY

The Tribal Council of the Little Traverse Bay Bands of Odawa Indians creates the Tribal Police Department as an Executive Department to protect the peace and safety of the Tribe and its Tribal Citizens and has the full authority to enforce all Sections within this Statute.

(Source: WOS 2010-011, October 14, 2010, Section III)

9.304 DEFINITIONS

Terms used in this Statute shall have the meaning given to them in this Statute except where otherwise defined, and unless the context clearly indicates otherwise:

A. "Alcoholic beverage" means any spirituous, vinous, malt or fermented liquor, liquors and compounds, whether or not medicated, proprietary, patented, and by whatever name called, containing one-half of one percent (½ of 1%) or more alcohol by volume, which are fit for use for beverage purposes.

B. "Authorized emergency vehicle" means fire, police, or ambulance of the Tribe or of any other foreign jurisdiction including federal, state or local governments including private ambulatory services.

C. "Bicycle" means every device propelled solely by human power upon which a person or persons may ride, having two tandem wheels either of which is sixteen inches or more in diameter, or three wheels, any one of which is more than twenty inches in diameter.

D. "Camper" means a structure designed to be mounted upon a motor vehicle which provides facilities for human habitation or for temporary outdoor or recreational lodging and which is five feet or more in overall length and five feet or more in height from its floor to its ceiling when fully extended, but does not include motor homes.

E. "Cancel" in all its forms, means invalidation indefinitely.

F. "Center line" means the line, marked or unmarked, parallel to and equal distance from the sides of a two-way traffic road except where otherwise indicated by painted lines or markers.

G. "Center of intersection" means the point of intersection of the center lines of intersecting public roads.

H. "Combination of vehicles" means every combination of motor vehicle and motor vehicle, motor vehicle and trailer or motor vehicle and semitrailer.

I. **"**Commercial vehicle" means any vehicle whose principal use is transporting commodities, merchandise, produce, freight, animals, or passengers for hire.

J. **"**Crosswalk" means the portion of the roadway between the intersection area and a line ten feet from the intersection, unless modified by a marked crosswalk.

K. "Department" means the Little Traverse Bay Bands of Odawa Indians Law Enforcement Department.

L. "Explosives" means any chemical compound or mechanical mixture commonly used or intended for the purpose of producing an explosion, and which contains any oxidizing or combustible units or other ingredients such that an ignition by fire, friction, concussion, percussion or detonation of any part of the compound mixture may generate such highly heated gases that the resultant pressures are capable of damaging nearby objects or of destroying life or limb.

M. "Farm tractor/Farm Vehicle" means every motor vehicle designed and used primarily as a farm implement for drawing plows, mowing machines, and other implements of husbandry used primarily in agricultural pursuits on farms for the purpose of transporting machinery, equipment,

implements, farm products, supplies and/or farm labor and is only incidentally operated on or moved along public roads for the purpose of going from one farm to another.

N. “Farming” means the cultivation and tillage of the soil, dairying, the production, cultivation, growing, and harvesting of any agricultural or horticultural commodities (except forestry or forestry operations), the raising of livestock, bees, fur-bearing animals, or poultry, and any practices performed on a farm incident to or in conjunction with farming operations.

O. “Flammable liquid” means any liquid which has a flash point of 70° Fahrenheit, or less.

P. “For hire vehicle” means any motor vehicle used for the transportation of persons for compensation, except auto stages and ride-sharing vehicles.

Q. “Foreign Government**”** includes state, county, municipal, or other local public board or body having authority to adopt police or public safety regulations.

R. “Governmental transit vehicle” includes every motor vehicle which is owned or operated by the Tribe or a foreign government that provides public transportation for the purpose of carrying passengers and incidental baggage and freight on a regular schedule.

S. “Hours of darkness” means the hours from one-half hour after sunset to one-half hour before sunrise, and any other time when persons or objects may not be clearly seen from five hundred feet.

T. “Intersection area" means the area included within the area in which vehicles traveling upon different roads joining at any angle may come in conflict. The junction of an alley with a street or road is not an intersection.

U. "Intersection control area" means intersection area, together with any modification of the adjacent roadway area resulting from the arc of curb corners and any marked or unmarked crosswalks adjacent to the intersection.

V. “Lane road” means a road divided into clearly marked lanes for vehicular traffic.

W. "Law Enforcement Officer/ Officer" means Little Traverse Bay Bands of Odawa Indians Tribal Law Enforcement Officer or an Officer from a foreign government who is authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

X. "Legal owner" means a person having a security interest in a vehicle according to applicable Tribal, state or federal laws, or the registered owner of a vehicle without a security interest or the lessor of a vehicle without a security interest.

Y. **"**Marked crosswalk" means any portion of a roadway identified for pedestrian crossing by lines or other markings.

Z. "Mobile home, manufactured home" means a structure, designed and constructed to be transportable in one or more sections, built on a permanent chassis, and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, including plumbing, heating, and electrical systems. Manufactured home does not include a modular home. A structure which met the definition of a "manufactured home" at the time of manufacture is still considered to meet this definition even if it is no longer transportable.

AA. "Moped" means a motorized device designed to travel with not more than three sixteen-inch or larger diameter wheels in contact with the ground, having fully operative pedals, and a motor that is capable of propelling the device at not more than thirty miles per hour on level ground. Any other vehicle properly licensed by an authorized state or federal authority may also be considered a moped.

BB. "Motor homes" means motor vehicles originally designed, reconstructed, or permanently altered to provide facilities for lodging and cooking or sewage disposal, and is enclosed within a solid body shell with the vehicle. A camper or like unit constructed separately and attached to a motor vehicle is not a motor home.

CC. "Motor vehicle" means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, including an automobile, motor truck, motor home, motorcycle, or any other self-propelled except devices exclusively moved by human power or used exclusively upon stationary rails or tracks and except for the purpose of titling and registration of a mobile home.

DD. "Motorcycle" means a motor vehicle designed to travel on not more than three wheels in contact with the ground, on which the driver rides astride the motor unit or power train and is designed to be steered with a handle bar. Farm tractors and mopeds are excluded. Or any motor vehicle authorized by a foreign government that is approved of and defined as a "motorcycle".

EE. "Muffler" means a device consisting of a series of chambers, or other mechanical designs which receives exhaust gas from an internal combustion engine and is effective in reducing noise.

FF. "Multiple lane road" means any road wide enough to reasonably accommodate two or more separate lanes of traffic in the same direction, each lane not less than the maximum legal vehicle width, whether or not the lanes are marked.

GG. "Operator or Driver" means every person who drives or is in actual physical control of a vehicle.

HH. "Owner" means a person who has a lawful right of possession of a vehicle by reason of obtaining it by purchase, exchange, gift, lease, inheritance or legal action whether or not the vehicle is subject to a security interest. It means registered owner where the reference to owner may be construed as either to registered or legal owner.

II. "Park or Parking" means the standing of a vehicle, whether occupied or not, other than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers.

JJ. "Passenger car" means every motor vehicle, except motorcycles, designed for carrying ten passengers or less and used for the transportation of persons.

KK. "Pedestrian" means any person who is afoot or who is using a wheelchair or a means of conveyance propelled by human power other than a bicycle.

LL. "Person" includes every natural person, firm, co-partnership, corporation, association, or organization.

MM. “Pneumatic tires” includes every tire of rubber or other resilient material designed to be inflated with compressed air to support the load.

NN. **“**Pole trailer” means every vehicle without power, designed to be attached to a towing vehicle by means of a reach, or pole, or by being boomed or otherwise secured to the towing vehicle, and ordinarily used for transporting long or irregular shaped loads capable of sustaining themselves as beams between the supporting connections.

OO. “Private carrier bus” means every motor vehicle having a seating capacity for eleven or more people, used regularly to transport people for any organized agricultural, religious or charitable purpose. This term does not include buses operated by common carriers.

PP. “Private road or driveway” includes every place in private ownership used for travel of vehicles by the owner or those having express or implied permission from the owner, but not by other persons.

QQ. “Registered owner” means the person whose lawful right of possession of a vehicle has most recently been recorded with a licensing department.

RR. “Rental car” means a passenger car that is used solely by a rental car business for rental to others, without a driver provided by the rental car business, for periods of not more than thirty consecutive days. A “Rental car” does not include vehicles rented or loaned to customers by automotive repair businesses while the customer's vehicle is under repair; or vehicles licensed and operated as taxicabs.

SS. “Rental car business” means a person engaging in the business of renting rental cars.

TT. “Residence district” means the area next to and including a public road not comprising a business district, when the property on the public road for a continuous distance of three hundred feet or more on either side is mostly improved with residences or residences and buildings in use for business.

UU. “Revoke” in all its forms, means the invalidation for a period of one calendar year and thereafter until reissued.

VV. "Right of way" means the right of one vehicle or pedestrian to proceed in a lawful manner in preference to another vehicle or pedestrian approaching under such circumstances of direction, speed, and proximity as to be in danger of a collision unless one gives way to the other.

WW. "Road" means the entire width between the boundary lines of every way publicly maintained when any part is open to the use of the public for vehicular travel.

XX. "Roadway" means that portion of a road improved, designed, or ordinarily used for vehicular travel, exclusive of the sidewalk or shoulder even though the sidewalk or shoulder is used by persons riding bicycles.

YY. "Safety zone" means the area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is marked or indicated by painted marks, signs, buttons, standards, or otherwise.

ZZ. "School bus" means every motor vehicle used regularly to transport children to and from school or in connection with school activities.

AAA. "Semitrailer" includes every vehicle without power designed and constructed so that an appreciable part of its weight and that of its load rests on and is carried by a towing vehicle, motor vehicle, or truck tractor.

BBB. "Sidewalk" means that property between the curb lines or the edge of a roadway and the adjacent property, set aside and intended for the use of pedestrians or the portion of private property parallel and next to a public road and dedicated to use by pedestrians.

CCC. "Solid tire" includes every tire of rubber or other resilient material which does not depend upon inflation with compressed air for the support of the load.

DDD. "Stand or standing" means the stopping of a vehicle, occupied or not, other than temporarily for the purpose of and while actually engaged in receiving or discharging passengers.

EEE. "Stop" when required, means complete cessation from movement.

FFF. **"**Stop or stopping" when prohibited, means any halting even momentarily of a vehicle, occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of an Officer or traffic control sign or signal.

GGG. "Suspend" in all its forms and unless a different period is specified, means invalidation for any period less than one calendar year and thereafter until reinstatement.

HHH. "Territorial Jurisdiction of the Little Traverse Bay Bands of Odawa Indians" means "areas referenced in Public Law 103-324, 25 USC Section 1300k-2(b)(2)(A) as the boundaries *of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat.621."* Little Traverse Bay Bands Constitution, Article V(A)(1)(a).

III. "Traffic" includes pedestrians, ridden or herded animals, vehicles, and other conveyances either singly or together, while using any public roads for purposes of travel.

JJJ. "Traffic-control devices" means all signs, signals, markings and devices not inconsistent with this Statute, placed or erected by authority of a public body or official having jurisdiction, for the purpose of regulating, warning or guiding traffic.

KKK. "Trailer" includes every vehicle without power designed for being drawn by or used in conjunction with a motor vehicle constructed so that no appreciable part of its weight rests on or is carried by the motor vehicle.

LLL. "Tribal Council" means the Legislative Branch of the Little Traverse Bay Bands of Odawa Indians Tribe.

MMM. "Tribal Court" means the court within the Judiciary Branch of the Little Traverse Bay Bands of Odawa Indians Tribe.

NNN. "Tribe" means the Little Traverse Bay Bands of Odawa Indians Tribe.

OOO. "Used vehicle" means a vehicle which has been sold, bargained, exchanged, given away, or title transferred from the person who first took title to it from the manufacturer or first importer,

dealer, or agent of the manufacturer or importer, and so used as to have become what is commonly known as "second-hand" within the ordinary meaning.

PPP. "Wheelchair conveyance" means any vehicle specially manufactured or designed for the transportation of a physically or medically impaired wheelchair-bound person. The vehicle may be a separate vehicle used in lieu of a wheelchair or a separate vehicle used for transporting the impaired person while occupying a wheelchair. The vehicle shall be equipped with a propulsion device capable of propelling the vehicle. The Chief of Police may approve and define as a wheelchair conveyance, a vehicle that fails to meet these specific criteria but is essentially similar in performance and application to vehicles that do meet these specific criteria.

(Source: WOS 2010-011, October 14, 2010, Section IV)

9.305 LIABILITY OF OPERATOR, OWNER, LESSEE FOR VIOLATIONS

A. Whenever an act or omission is declared to be in violation of this Statute, if the operator of the vehicle is not the owner or lessee of the vehicle, but is so operating or moving the vehicle with the express or implied permission of the owner or lessee, then the operator and/or owner or lessee are both subject to the provisions of this Statute with the primary responsibility to be that of the owner or lessee.

B. If the person operating the vehicle at the time of the violation or omission is not the owner or lessee of the vehicle, the person is fully authorized to accept the citation and execute the promise to appear on behalf of the owner or lessee.

(Source: WOS 2010-011, October 14, 2010, Section V)

9.306 ALLOWING UNAUTHORIZED PERSON TO DRIVE

It is a violation for the registered owner of a vehicle to knowingly permit another person to drive the vehicle when the other person is not a legally authorized driver.

(Source: WOS 2010-011, October 14, 2010, Section VI)

9.307 OPERATOR'S LICENSE, REGISTRATION, INSURANCE AND PLATES

A. Operator's License

1. No person shall operate a vehicle within the jurisdiction of the Tribe unless he or she has a valid operator's license, chauffeur's license or permit, issued to him or her by any jurisdiction recognized by the Tribe, on his or her person or within the vehicle being operated.

2. No person shall drive a motorcycle or a motor-driven cycle, except a moped, unless such person has a valid driver's license specially endorsed by a jurisdiction recognized by the Tribe to enable the holder to drive such vehicles, nor may a person drive a motorcycle of a larger engine displacement than that authorized by the special endorsement.

B. Registration of Vehicle

1. A certificate of license registration issued by the Tribe or other jurisdiction recognized by the Tribe for the limited purpose of this Section, to be valid must have endorsed thereon the signature of the registered owner (if a firm or corporation, the signature of one of its officers or other duly authorized agent) and must be carried in the vehicle for which it is issued.

2. It shall be a violation for any person to operate or have in his possession a vehicle without carrying thereon such certificate of license registration. Any person in charge of such vehicle shall, upon demand of an officer, permit an inspection of such certificate of license registration.

3. It shall be a violation for any person to sell or transfer any motor vehicle without having proper certificates of ownership.

4. A person may secure or obtain a certificate of ownership without obtaining a certificate of license registration and vehicle license plates, if the vehicle is not operated on a public road.

C. Liability Insurance or Other Financial Responsibility Required

1. It shall be a violation for a person to operate a motor vehicle on roads within tribal jurisdiction without insurance under an acceptable motor vehicle liability policy, is self-insured, is covered by an acceptable certificate of deposit, or is covered by an acceptable liability bond.

2. **"Acceptable"** means, for purposes of this Section, an amount consistent with tribal law or that of a jurisdiction recognized by the Tribe for the limited purpose of this Section. Written proof of financial responsibility for motor vehicle operation must be provided on the request of an Officer.

3. It shall be a violation to fail to display an insurance identification card when asked to do so by an Officer and shall create a presumption that the person does not have motor vehicle insurance.

4. If a person cited for a violation of this Section provides evidence to the Tribal Court that shows that at the time the person was cited, he or she was insured then the court may dismiss the violation without cost or fine.

5. The provisions of this Section shall not apply to operation of a motorcycle, a motor-driven cycle, or a moped.

6. It shall be a violation for any person who knowingly provides false evidence of financial responsibility to an Officer or to a court, including an expired or canceled insurance policy, bond, or certificate of deposit.

D. License Plate

1. It shall be a violation for a person to operate any vehicle over and along a public roadway without first obtaining and keeping in full force and effect a current and proper vehicle license plate and displaying the vehicle license plate properly registered to the vehicle and the current registered owner.

2. Exceptions.

a. Farm vehicle[s] if operated within a radius of fifteen miles of the farm where principally used or garaged and trailers used exclusively to transport farm implements from one farm to another during the daylight hours or at night when the equipment has lights that comply with the law.

b. "Special road construction equipment" which is designed and used primarily for grading of roads, paving of roads, earth moving, and other construction work on roads and which is only incidentally operated or moved over the road.

c. Spray or fertilizer applicator rigs designed and used exclusively for spraying or fertilizing in the conduct of agricultural operations and not primarily for the purpose of transportation, and nurse rigs or equipment auxiliary to the use of and designed or modified for the fueling, repairing or loading of spray and fertilizer applicator rigs and not used, designed or modified primarily for the purpose of transportation.

d. Forklifts operated during daylight hours on public highways adjacent to and within five hundred (500') feet of the warehouses they serve.

3. Attachment of Plates to Vehicles

a. Vehicle license number plates shall be attached conspicuously at the rear of the vehicle so it can be plainly seen and read at all times.

b. It is unlawful to display a vehicle license number plate not legally issued to the vehicle or plate(s) which have been in any manner changed, altered, disfigured or have become illegible.

c. It is unlawful to use any holders, frames, or any materials that in any manner change, alter, or make the vehicle license number plates illegible.

E. Legal Owner Not Liable for Acts of Registered Owner

The person, firm, co-partnership, association or corporation to whom a certificate of ownership has been issued shall not incur liability or be responsible for damage resulting from any act or contract made by the registered owner or by any person acting for, by or under the authority of the registered owner.

F. Alteration or Forgery

It shall be a violation for any person to alter, forge, or causes to be altered or forged any Operator's License, Registration, Insurance and/or Plates, Certificate of Title, or any assignment thereof, or any release or notice of release of any encumbrance, or who holds or uses any certificate or assignment, or release or notice of release, knowing it to be altered or forged.

(Source: WOS 2010-011, October 14, 2010, Section VII)

9.308 PARKING PERMITS FOR PERSONS WITH DISABILITIES

A. The Department may issue parking permits for persons who have a disability that limits or impairs the ability to walk. The issuance of such permit shall allow the person to park in designated "Disabled" parking spaces.

B. Parking permits shall be in the form of a removable windshield placard and shall be displayed by hanging on the rear-view mirror when the vehicle is parked or in the form of a special license plate designated for persons with a Disability.

C. Any unauthorized use of the special placard or the special license plate is a violation.

D. It shall be a violation to park a vehicle in a parking place provided for persons with permits, whether on private property without charge or on public property reserved for permit parking. The Department may remove such violating vehicles at the owner's expense.

(Source: WOS 2010-011, October 14, 2010, Section VIII)

9.309 VEHICLE LIGHTING AND OTHER EQUIPMENT

A. Violation

1. It shall be a violation for any person to drive or move or for the owner to cause or knowingly permit to be driven or moved on any highway any vehicle or combination of vehicles which is not equipped with the lamps and other equipment in proper condition and adjustment as mandated by this Statute.

2. Exceptions

a. Farm vehicle[s] or other implements of husbandry, road machinery, road rollers, or farm tractors.

b. motorcycles or motor-driven cycles except as specifically made applicable.

B. Lighted Lamps and Signaling Devices Requirements

Any person operating a motor vehicle shall display lighted head lights, other lights, and illuminating devices as required for different classes of vehicles, subject to exceptions with respect to parked vehicles any time from a half hour after sunset to a half hour before sunrise and at any other time when, due to insufficient light or unfavorable atmospheric conditions, persons and vehicles on the highway are not clearly discernible at a distance of one thousand feet ahead. The stop lights, turn signals, and other signaling devices shall be lighted as prescribed for the use of the devices.

C. Visibility Distance and Mounted Height of Lamps Requirements

1. Whenever a requirement is declared as to distance from which certain lamps and devices shall render objects visible or within which the lamps or devices shall be visible, these provisions shall apply during the times that lights are required in respect to a vehicle without load, on a straight, level, unlighted highway under normal atmospheric conditions unless a different time or condition is expressly stated.

2. The mounted height of lamps or devices means from the center of the lamp or device to the level ground when the vehicle is without a load.

3. No additional lamp, reflective device, or other motor vehicle equipment shall be added which impairs the effectiveness of this standard.

D. Head Lamps on Motor Vehicles Requirements

1. Any person operating a motor vehicle shall be equipped with at least two head lamps, with at least one on each side of the front of the motor vehicle, which comply with the requirements and limitations in this Statute.

2. Every head lamp upon every motor vehicle shall be located at a height of not more than fifty-four inches nor less than twenty-four inches.

E. Tail Lamps Requirements

1. Any person operating a motor vehicle, trailer, semitrailer, pole trailer, and any other vehicle being drawn at the end of a combination of vehicles, shall be equipped with at least two tail lamps mounted on the rear, which, when lighted during the time that lights are required, shall emit a red light plainly visible from a distance of one thousand feet to the rear, except that passenger cars manufactured or assembled prior to January 1, 1939, shall have at least one tail lamp.

2. With a combination of vehicles, only the tail lamps on the rearmost vehicle need actually be seen from the distance specified. On vehicles equipped with more than one tail lamp, the lamps shall be mounted on the same level and as widely spaced laterally as practicable.

3. Every tail lamp upon every vehicle shall be located at a height of not more than seventy-two-inches but not less than fifteen inches.

4. Either a tail lamp or a separate lamp shall be so constructed and placed as to illuminate with a white light the rear registration plate and render it clearly legible from a distance of fifty feet to the rear. Any tail lamp or tail lamps, together with any separate lamp or lamps for illuminating the rear registration plate, shall be lighted whenever the head lamps or auxiliary driving lamps are lighted.

F. Reflectors Requirements

1. Any person operating a motor vehicle, trailer, semitrailer, and pole trailer without carrying on the rear, either as a part of the tail lamps or separately, shall be equipped with two or more red reflectors.

2. Every reflector shall be mounted on the vehicle at a height not less than fifteen inches nor more than seventy-two inches, and shall be of a size and characteristics and so mounted as to be visible at night from all distances within six hundred feet to one hundred feet from the vehicle when directly in front of lawful upper beams of head lamps, except that reflectors on vehicles manufactured or assembled prior to January 1, 1970, shall be visible at night from all distances within three hundred and fifty feet to one hundred feet when directly in front of lawful upper beams of head lamps.

G. Stop Lamps and Turn Signals Requirements

1. Any person operating a motor vehicle, trailer, semitrailer, and pole trailer shall be equipped with two or more stop lamps, except that passenger cars manufactured or assembled prior to January 1, 1964, shall be equipped with at least one stop lamp. On a combination of vehicles, only the stop lamps on the rearmost vehicle need actually be seen from the distance required.

2. Every motor vehicle, trailer, semitrailer and pole trailer shall be equipped with electric turn signal lamps, except that passenger cars, trailers, semitrailers, pole trailers, and trucks less than eighty inches in width, manufactured or assembled prior to January 1, 1953, need not be equipped with electric turn signal lamps.

H. Additional Equipment Required on Certain Vehicles

1. Any person operating a Bus, Truck, Motor Home, and Motor Vehicle with Mounted Camper Eighty Inches or More in Over-All Width shall be equipped as follows:

a. On the front, two clearance lamps, one at each side, and on vehicles manufactured or assembled after January 1, 1964, three identification lamps.

b. On the rear, two clearance lamps, one at each side, and after January 1, 1964, three identification lamps.

c. On each side, two side marker lamps, one at or near the front and one at or near the rear.

d. On each side, two reflectors, one at or near the front and one at or near the rear.

2. Trailers and Semitrailers Eighty Inches or More in Over-All Width:

a. On the front, two clearance lamps, one at each side.

b. On the rear, two clearance lamps, one at each side, and after January 1, 1964, three identification lamps.

c. On each side, two side marker lamps, one at or near the front and one at or near the rear.

d. On each side, two reflectors, one at or near the front and one at or near the rear.

e. A mobile home need not be equipped with side marker lamps or reflectors while operated under the terms of a special permit.

3. Truck Tractors:

On the front, two cab clearance lamps, one at each side, and on vehicles manufactured or assembled after January 1, 1964, three identification lamps.

4. Trailers, Semitrailers, and Pole Trailers Thirty Feet or More in Over-All Length:

On each side, one amber side marker lamp and one amber reflector, centrally located with respect to the length of the vehicle. A mobile home need not be equipped with side marker lamps or reflectors while being operated under the terms of a special permit.

5. Pole Trailers:

a. On each side, one amber side marker lamp at or near the front of the load.

b. One amber reflector at or near the front of the load.

c. On the rearmost support for the load, one combination marker lamp showing amber to the front and red to the rear and side, mounted to indicate maximum width of the pole trailer.

6. Boat Trailers Eighty Inches or More in Overall Width:

a. One on each side, at or near the midpoint, one clearance lamp performing the function of both a front and rear clearance lamp.

b. On the rear, after June 1, 1978, three identification lamps.

c. One on each side, two side marker lamps, one at or near the front and one at or near the rear.

d. On each side, two reflectors, one at or near the front and one at or near the rear.

e. Identification lamps required or permitted by this Statute shall be grouped in a horizontal row, with lamp centers spaced not less than six nor more than twelve

inches apart, and mounted on the permanent structure of the vehicle as close as practicable to the vertical centerline. When the cab of a vehicle is not more than forty-two inches wide at the front roof line, a single identification lamp at the center of the cab complies with the requirements for front identification lamps.

7. Color of Lamps and Reflectors

a. Front clearance lamps and those marker lamps and reflectors mounted on the front or on the side near the front of a vehicle shall display or reflect an amber color.

b. Rear clearance lamps and those marker lamps and reflectors mounted on the rear or on the sides near the rear of a vehicle shall display or reflect a red color.

c. All lighting devices and reflectors mounted on the rear of any vehicle shall display or reflect a red color, except the stop lamp or other signal device, which may be red, amber, or yellow, and except that on any vehicle forty or more years old, the taillight may also contain a blue or purple insert of not more than one inch in diameter, and except that the light illuminating the license plate shall be white and the light emitted by a back-up lamp shall be white or amber.

8. Mounting of Reflectors and Lamps

a. Required reflectors shall be mounted at a height not less than twenty-four inches and not higher than sixty inches, except that if the highest part of the permanent structure of the vehicle is less than twenty-four inches the reflector at that point shall be mounted as high as the permanent structure will permit.

b. The rear reflectors on a pole trailer may be mounted on each side of the bolster or load.

c. Any required red reflector on the rear of a vehicle may be incorporated with the tail lamp, but the reflector shall meet all the other reflector requirements of this Statute.

d. Clearance lamps shall be mounted on the permanent structure of the vehicle so as to indicate the extreme height and width of the vehicle. Clearance lamps and side marker lamps may be mounted in combination provided illumination is given as required by both.

e. No rear clearance lamp may be combined in any shell or housing with any tail lamp or identification lamp.

9. Visibility of Reflectors and Lamps

a. Every required reflector on any vehicle shall be of a size and characteristics and maintained so as to be readily visible at nighttime from all distances within six hundred feet to one hundred feet from the vehicle when directly in front of lawful lower beams of head lamps, except that the visibility for reflectors on vehicles manufactured or assembled prior to January 1, 1970, shall be measured in front of the lawful upper beams of headlamps.

b. Front and rear clearance lamps and identification lamps shall be capable of being seen and distinguished under normal atmospheric conditions at the times that lights are required at all distances between five hundred feet and fifty feet from the front and rear, respectively, of the vehicle.

c. Side marker lamps shall be capable of being seen and distinguished under normal atmospheric conditions at the times that lights are required at all distances between five hundred feet and fifty feet from the side of the vehicle.

I. Obstructed Lights Not Required

Whenever motor and other vehicles are operated in combination during the time that lights are required, any lamp (except tail lamps) need not be lighted which, by reason of its location on a vehicle of the combination, would be obscured by another vehicle of the combination. This does not affect the requirement that lighted clearance lamps be displayed on the front of the foremost vehicle required to have clearance lamps, nor that all lights required on the rear of the rearmost

vehicle of any combination be lighted.

J. Lamps, Reflectors, and Flags on Projecting Load Requirement

1. When the load on any vehicle extends four feet or more beyond the rear of the bed or body of the vehicle during the time that lights are required, two red lamps, visible from a distance of at least five hundred feet to the rear; two red reflectors, visible at night from all distances within six hundred feet to one hundred feet to the rear when directly in front of lawful lower beams of headlamps and located so as to indicate maximum width; and, on each side, one red lamp, visible from a distance of at least five hundred feet to the side, located so as to indicate maximum overhang, shall be displayed at the extreme rear end of the load.

2. At all other times, any vehicle that has a load which extends beyond its sides or more than four feet beyond its rear, shall display red flags, not less than twelve inches square, marking the extremities of the loads at each point where a lamp would otherwise be required by this section when lights are required.

K. Lamps on Parked or Stopped Vehicles Requirements

1. Every parked or stopped vehicle shall be equipped with one or more lamps which, when lighted, shall display a white or amber light visible from a distance of one thousand feet to the front, and a red light visible from a distance of one thousand feet to the rear of the vehicle.

2. The location of the lamp or lamps shall always be such that at least one lamp or combination of lamps meeting the requirements of this section is installed as near as practicable to the side of the vehicle which is closest to passing traffic.

3. Whenever a vehicle is parked or stopped on a roadway or shoulder, whether attended or unattended, during the hours between a half hour after sunset and a half hour before sunrise and there is insufficient light to reveal any person or object within a distance of one thousand feet upon the highway, the vehicle shall be equipped with and shall display

light visible from a distance of one thousand feet to the front, and a red light visible from a distance of one thousand feet to the rear of the vehicle

4. Any lighted head lamps upon a parked vehicle shall be depressed or dimmed.

L. Hazard Warning Lights and Reflectors on Farm Equipment Requirements

1. Every farm tractor and every self-propelled unit of farm equipment or implement of husbandry manufactured or assembled after January 1, 1970, shall be equipped with vehicular hazard warning lights visible from a distance of not less than one thousand feet to the front and rear in normal sunlight, which shall be displayed whenever any vehicle is operated upon a highway.

2. Every self-propelled unit of farm equipment or implement of husbandry manufactured or assembled after January 1, 1970, shall at all times, and every other motor vehicle shall during the time that lights are required, be equipped with lamps and reflectors as follows:

a. At least two headlamps;

b. At least one red lamp visible when lighted from a distance of not less than one thousand feet to the rear mounted as far to the left of center of the vehicle as practicable;

c. At least two red reflectors visible from all distances within six hundred to one hundred feet to the rear when directly in front of lawful lower beams of headlamps.

3. After January 1, 1970, every farm tractor and every self-propelled unit of farm equipment or implement of husbandry designed for operation at speeds not in excess of twenty-five miles per hour shall at all times be equipped with a slow moving vehicle emblem mounted on the rear.

M. Lamps and Reflectors on Other Vehicles and Equipment Requirements

1. Animal-drawn vehicles are to be equipped with lamps or other lighting devices, shall, during the time that lights are required, be equipped with at least one lamp displaying a white light visible from a distance of not less than one thousand feet to the front, and shall also be equipped with two lamps displaying red light visible from a distance of not less than one thousand feet to the rear of the vehicle, or as an alternative, one lamp displaying a red light visible from a distance of not less than one thousand feet to the rear and two red reflectors visible from all distances of six hundred to one hundred feet to the rear when illuminated by the lawful lower beams of head lamps.

2. Every animal-drawn vehicle shall at all times be equipped with a slow-moving vehicle emblem.

N. Spot Lamps and Auxiliary Lamps Requirements

1. Any motor vehicle may be equipped with not to exceed two spot lamps and every lighted spot lamp shall be so aimed and used that no part of the high intensity portion of the beam will strike the windshield, or any windows, mirror, or occupant of another vehicle in use.

2. Any motor vehicle may be equipped with not to exceed two fog lamps mounted on the front at a height of not less than twelve inches nor more than thirty inches and so aimed that when the vehicle is not loaded none of the high intensity portion of the light shall project to the left of the center of the vehicle at a distance of twenty-five feet ahead higher than a level of four inches below the level of the center of the lamp from which it comes. Lighted fog lamps meeting the above requirements may be used with lower head lamp beams.

3. Any motor vehicle may be equipped with not to exceed two auxiliary passing lamps mounted on the front at a height not less than twenty-four inches nor more than forty-two inches.

4. Any motor vehicle may be equipped with not to exceed two auxiliary driving lamps mounted on the front at a height not less than sixteen inches nor more than forty-two inches.

O. Red Flashing Lights on Fire Department Vehicles Requirements

All fire department vehicles in service may be identified by red lights of an intermittent flashing type, visible from both front and rear for a distance of five hundred feet under normal atmospheric conditions. The red flashing lights shall be well separated from the headlights so that they will not black out when headlights are on. The red flashing lights shall be in operation at all times when the vehicle is on emergency status.

P. Firemen's Private Cars

1. Firemen, when approved by the chief of their respective service, are authorized to use a green light on the front of their private cars when on emergency duty only. The green light shall be visible for a distance of two hundred feet under normal atmospheric conditions. The use of the green light is only for the purpose of identification, and the operator of a vehicle so equipped is be entitled to any of the privileges provided the operators of authorized emergency vehicles.

2. Any sign or plate indicating fire department connection on a private car of any member of a fire department shall include the name of the municipality or fire department organization to which the owner belongs.

3. No private vehicle that bears a sign or plate indicating a fire department connection, shall be driven or operated on any public highway, except when the owner is a bona fide member of a fire department.

4. Any individual displaying a green light, or a sign or plate, shall also carry attached to a convenient location on the private vehicle to which the green light or sign or plate is attached, an identification card showing the name of the owner of the vehicle, the organization to which he or she belongs and bearing the signature of the chief of the service involved.

Q. Warning Devices on Vehicles Requirements

1. Authorized emergency vehicles shall be equipped with at least one lamp capable of displaying a red light visible from at least five hundred feet in normal sunlight and a siren capable of giving an audible signal.

2. A school bus and private carrier bus shall be equipped with a "stop" signal upon a background not less than fourteen by eighteen inches displaying the word "stop" in letters of distinctly contrasting colors not less than eight inches high, and shall further be equipped with signal lamps mounted as high and as widely spaced laterally as practicable, which shall be capable of displaying to the front two alternately flashing red lights located at the same level and to the rear two alternately flashing red lights located at the same level and these lights shall have sufficient intensity to be visible at five hundred feet in normal sunlight.

3. Vehicles operated by public agencies whose law enforcement duties include the authority to stop and detain motor vehicles on the public highways may be equipped with a siren and either red or blue lights of a type designated for that purpose.

4. The lights described in this section shall not be mounted nor used on any vehicle other than a school bus, a private carrier bus, or an authorized emergency or law enforcement vehicle. Optical strobe light devices shall not be installed or used on any vehicle other than an emergency vehicle authorized by the Chief of Police.

5. The use of the signal equipment described herein, used in conjunction with emergency equipment, shall impose upon drivers of other vehicles the obligation to yield right of way and stop.

R. Signs on Buses Requirements

1. Every school bus and private carrier bus shall bear upon the front and rear, above the windows, plainly visible signs containing only the words "school bus" on a school bus and only the words "private carrier bus" on a private carrier bus, in letters not less than eight inches in height.

2. Every school bus shall, in addition to any other equipment required by this Statute, be equipped with a crossing arm mounted to the bus that, when extended, will require students who are crossing in front of the bus to walk more than five feet from the front of the bus.

S. Emergency Tow Trucks Requirements

All emergency tow trucks shall be identified by an intermittent or revolving red light capable of 360° visibility at a distance of five hundred feet under normal atmospheric conditions. This intermittent or revolving red light shall be used only at the scene of an emergency or accident, and it is unlawful to use the light while traveling to or from an emergency or accident, or for any other purposes.

T. Stop Lamps and Electric Turn Signals Requirements

1. Any vehicle may be equipped and when required under this Statute shall be equipped with a stop lamp or lamps on the rear of the vehicle which shall display a red or amber light, or any shade of color between red and amber, visible from a distance of not less than one hundred feet and on any vehicle manufactured or assembled after January 1, 1964, three hundred feet to the rear in normal sunlight, and which shall be actuated upon application of a service brake, and which may but need not be incorporated with one or more other rear lamps.

2. Any vehicle may be equipped and when required, shall be equipped, with electric turn signals mounted on the same level and as widely spaced laterally as practicable, which indicate an intention to turn by flashing lights showing to the front and rear of a vehicle or on a combination of vehicles on the side of the vehicle or combination toward which the turn is to be made. The lamps showing to the front shall, when signaling, emit amber light. On any vehicle manufactured prior to January 1, 1969, the lamps showing to the front may emit white or amber light, or any shade of light between white and amber. The lamp showing to the rear shall, when signaling, emit a red or amber light, or any shade of color between red and amber.

3. Turn signal lamps shall be visible from a distance of not less than five hundred feet to the front and rear in normal sunlight. Turn signal lamps may, but need not, be incorporated in other lamps on the vehicle.

U. Additional Lighting Equipment Optional

1. Any motor vehicle may be equipped with:

a. Not more than two side cowl or fender lamps which shall emit an amber or white light without glare.

b. Not more than one running-board courtesy lamp on each side which shall emit a white or amber light without glare.

c. One or more back-up lamps either separately or in combination with other lamps, but any back-up lamp or lamps shall not be lighted when the motor vehicle is in forward motion.

d. One or more side marker lamps, and any such lamp may be flashed in conjunction with turn or vehicular hazard warning signals. Side marker lamps located toward the front of a vehicle shall be amber, and side marker lamps located toward the rear shall be red.

2. Any vehicle eighty inches or more in over-all width, if not otherwise required, may be equipped with not more than three identification lamps showing to the front which shall emit an amber light without glare and not more than three identification lamps showing to the rear which shall emit a red light without glare.

V. Hazard Warning Lamps Requirements

1. Any vehicle may be equipped with lamps for the purpose of warning operators of other vehicles of the presence of a vehicular traffic hazard requiring the exercise of unusual care in approaching, overtaking, or passing.

2. After June 1, 1978, every motor home, bus, truck, truck tractor, trailer, semitrailer, or pole trailer eighty inches or more in overall width or thirty feet or more in overall length shall be equipped with lamps meeting the requirements of this section.

3. Vehicular hazard warning signal lamps used to display the warning to the front shall be mounted at the same level and as widely spaced laterally as practicable, and shall display simultaneously flashing white or amber lights. On any vehicle manufactured prior to January 1, 1969, the lamps showing to the front may display simultaneously flashing white or amber lights, or any shade of color between white and amber. The lamps used to display the warning to the rear shall be mounted at the same level and as widely spaced laterally as practicable, and shall show simultaneously flashing amber or red lights, or any shade of color between amber and red. These warning lights shall be visible from a distance of not less than five hundred feet in normal sunlight.

W. Multiple-Beam Road-Lighting Equipment Requirements

Except as provided, the head lamps or the auxiliary driving lamp or the auxiliary passing lamp or combination thereof on motor vehicles shall be so arranged that the driver may select at will between distributions of light projected to different elevations, and the lamps may be arranged so the selection can be made automatically subject to the following limitations:

1. There shall be an upper distribution of light so aimed and of such intensity as to reveal persons and vehicles at a distance of four hundred fifty feet ahead for all conditions of loading.

2. There shall be a lower distribution of light so aimed and of sufficient intensity to reveal persons and vehicles at a distance of one hundred fifty feet ahead; and on a straight level road under any conditions of loading none of the high intensity portion of the beam shall be directed to strike the eyes of an approaching driver.

3. Every motor vehicle which has multiple-beam road-lighting equipment shall be equipped with a beam indicator, which shall be lighted whenever the upper distribution of light from the head lamps is in use, and shall not otherwise be lighted. This indicator shall be so designed and located that when lighted it will be readily visible without glare to the

driver of the vehicle so equipped.

X. Use of Multiple-Beam Road-Lighting Equipment Requirements

Whenever a motor vehicle is being operated on a roadway or shoulder adjacent thereto during the time that lights are required, the driver shall use a distribution of light directed high enough and of sufficient intensity to reveal persons and vehicles at a safe distance in advance of the vehicle, subject to the following requirements and limitations:

1. Whenever a driver of a vehicle approaches an oncoming vehicle within five hundred feet, the driver shall use a distribution of light aimed so that the glaring rays are not projected into the eyes of the oncoming driver. The lower distribution of light shall be deemed to avoid glare at all times, regardless of road contour and loading.

2. Whenever the driver of a vehicle approaches another vehicle from the rear within three hundred feet the driver shall use a distribution of light permissible under this Statute other than the upper distribution of light.

Y. Single-Beam Road-Lighting Equipment Requirements

Head lamp systems which provide only a single distribution of light are permitted on all farm tractors regardless of date of manufacture, and on all other motor vehicles manufactured and sold prior to one year after March 18, 1955, in lieu of multiple-beam road-lighting equipment if the single distribution of light complies with the following requirements and limitations:

1. The head lamps shall be aimed so that when the vehicle is not loaded none of the high intensity portion of the light shall at a distance of twenty-five feet ahead project higher than a level of five inches below the level of the center of the lamp from which it comes, and in no case higher than forty-two inches above the level on which the vehicle stands at a distance of seventy-five feet ahead.

2. The intensity shall be sufficient to reveal persons and vehicles at a distance of at least two-hundred feet.

Z. Special Restrictions on Lamps Requirements

1. Except as required by this Statute, no person shall drive or move any vehicle or equipment upon any highway with any lamp or device displaying a red light visible from directly in front of the center of the vehicle.

2. Flashing lights are prohibited except those required by this Statute.

(Source: WOS 2010-011, October 14, 2010, Section IX)

9.310 BRAKING EQUIPMENT REQUIRED

A. Violation

1. It shall be a violation for a vehicle and combination of vehicles that is not equipped with service brakes adequate to control the movement of and to stop and hold the vehicle under all conditions of loading, and on any grade incident to its operation, unless indicated otherwise.

2. It shall be a violation for a vehicle and combination of vehicles that is not equipped with parking brakes adequate to hold the vehicle on any grade on which it is operated, under all conditions of loading, on a surface free from snow, ice, or loose material, unless indicated otherwise.

B. Maintenance of Brakes and Failure Indicator Requirements

1. All brakes shall be maintained in good working order and shall be so adjusted as to operate as equally as practicable with respect to the front and back wheels and to wheels on opposite sides of the vehicle.

2. All passenger cars manufactured on or after January 1, 1968, and other types of vehicles manufactured on or after September 1, 1975, shall be equipped with brake system failure indicator lamps which shall be maintained in good working order. The brake system shall demonstrate good working order and integrity by the application of a force of one-

hundred and twenty-five pounds to the brake pedal for ten seconds without the occurrence of any of the following:

a. Illumination of the brake system failure indicator lamp.

b. A decrease of more than eighty percent of service brake pedal height as measured from its free position to the floorboard or any other object which restricts service brake pedal travel.

c. Failure of any hydraulic line or other part.

3. Brake hoses shall not be mounted so as to contact the vehicle body or chassis. In addition, brake hoses shall not be cracked, chafed, flattened, abraded, or visibly leaking. Protection devices such as "rub rings" shall not be considered part of the hose or tubing.

(Source: WOS 2010-011, October 14, 2010, Section X)

9.311 WHEELS AND FRONT SUSPENSION

A. Violation

1. It shall be a violation for a vehicle not to be equipped with wheel nuts, hub caps, or wheel discs extending outside the body of the vehicle when viewed from directly above which:

a. Incorporate winged projections; or

b. Constitute a hazard to pedestrians and cyclists.

B. Requirements

1. For the purposes of this section, a wheel nut is defined as an exposed nut which is mounted at the center or hub of a wheel, and is not one of the ordinary hexagonal nuts which secure a wheel to an axle and are normally covered by a hub cap or wheel disc.

2. Tire rims and wheel discs shall have no visible cracks, elongated bolt holes, or indications of repair by welding. In addition, the lateral and radial run-out of each rim bead area shall not exceed one-eighth of an inch of total indicated run-out.

3. King pins or ball joints shall not be worn to the extent that front wheels tip in or out more than one-quarter of an inch at the lower edge of the tire.

(Source: WOS 2010-011, October 14, 2010, Section XI)

9.312 STEERING AND SUSPENSION SYSTEMS

A. Violation

It shall be a violation for a vehicle not to be equipped with a steering control system shall be constructed and maintained so that no components or attachments, including horn activating mechanism and trim hardware, can catch the driver's clothing or jewelry during normal driving maneuvers.

B. Requirements

1. System play, lash, or free play in the steering system shall not exceed the values tabulated herein.

Steering wheel diameter	Lash in inches:
16 or less	2
18	2 1/4
20	2 1/2
22	2 3/4

2. Free play in the steering linkage shall not exceed one-quarter of an inch.

3. Other components of the steering system such as the power steering belt, tie rods, or idler arms or Pitman arms shall not be broken, worn out, or show signs of breakage.

4. Ball joint seals shall not be cut or cracked. Structural parts shall not be bent or damaged. Stabilizer bars shall be connected. Springs shall not be broken, or extended by spacers. Shock absorber mountings, shackles, and U-bolts shall be securely attached. Rubber bushings shall not be cracked, or extruded out or missing from suspension joints. Radius rods shall not be missing or damaged.

5. Shock absorber system. Shock absorbers shall not be loose from mountings, leak, or be inoperative.

(Source: WOS 2010-011, October 14, 2010, Section XII)

9.313 HORNS, WARNING DEVICES, AND THEFT ALARMS

A. Violation

It shall be a violation to operate a motor vehicle upon a highway without being equipped with a horn in good working order, capable of emitting sound audible under normal conditions from a distance of not less than two hundred feet.

B. Requirements

1. No horn or other warning device may emit an unreasonably loud or harsh sound or a whistle. The driver of a motor vehicle shall when reasonably necessary to insure safe operation give audible warning with the horn but shall not otherwise use the horn.

2. No vehicle may be equipped with nor may any person use upon a vehicle any siren, whistle, or bell, except as otherwise permitted in this section.

3. A vehicle may be equipped with a theft alarm signal device so long as it is arranged so that it cannot be used by the driver as an ordinary warning signal. Such a theft alarm signal device may use a whistle, bell, horn, or other audible signal but not a siren.

4. Any authorized emergency vehicle may be equipped with a siren, whistle, or bell

capable of emitting sound audible under normal conditions from a distance of not less than five hundred feet, but the siren shall not be used except when the vehicle is operated in response to an emergency call or in the immediate pursuit of an actual or suspected violator of the law, in which case the driver of the vehicle shall sound the siren when reasonably necessary to warn pedestrians and other drivers of its approach.

(Source: WOS 2010-011, October 14, 2010, Section XIII)

9.314 MUFFLERS

A. Violation

It shall be a violation to operate a motor vehicle that is not equipped with a muffler in good working order and in constant operation to prevent excessive or unusual noise, and no person shall use a muffler cut-out, bypass, or similar device upon a motor vehicle on a highway.

B. Requirements

No person shall modify the exhaust system of a motor vehicle in a manner which will amplify or increase the noise emitted by the engine above that emitted by the muffler originally installed on the vehicle.

(Source: WOS 2010-011, October 14, 2010, Section XIV)

9.315 MIRRORS

A. Violation

It shall be a violation to operate a motor vehicle that is not equipped with a mirror mounted on the left side and located so as to reflect to the driver a view of the highway for a distance of at least two hundred feet to the rear of the vehicle.

B. Requirements

1. Every motor vehicle shall be equipped with an additional mirror mounted either inside the vehicle approximately in the center or outside the vehicle on the right side and located so as to reflect to the driver a view of the highway for a distance of at least two hundred feet to the rear of the vehicle.

2. All mirrors required by this section shall be maintained in good condition.

(Source: WOS 2010-011, October 14, 2010, Section XV)

9.316 WINDSHIELDS REQUIRED, UNOBSTRUCTED AND EQUIPPED WITH WIPERS

A. Violation

It shall be a violation to operate a motor vehicle on a public roadway that is not equipped with a front windshield manufactured of safety glazing materials for use in motor vehicles, except, however, on vehicles not so equipped or where windshields are not in use, the operators of the vehicles shall wear approved safety glasses, goggles, or face shields.

B. Requirements

1. No person shall drive any motor vehicle with any sign, poster, or other nontransparent material upon the front windshield, side wings, or side or rear windows which obstruct the driver's clear view of the highway or any intersecting highway.

2. The windshield on every motor vehicle shall be equipped with a device for cleaning rain, snow, or other moisture from the windshield, which device shall be so constructed as to be controlled or operated by the driver of the vehicle. It is unlawful for any person to operate a motor vehicle first sold or delivered after January 1, 1938, which is not equipped with such device or devices in good working order capable of cleaning the windshield thereof over two separate arcs, one each on the left and right side of the windshield, each capable of cleaning a surface of not less than one hundred twenty square inches, or other device or devices capable of accomplishing substantially the same result.

3. Every windshield wiper upon a motor vehicle shall be maintained in good working order.

(Source: WOS 2010-011, October 14, 2010, Section XVI)

9.317 TIRES, PNEUMATIC AND RE-GROOVED

A. Violation

It shall be a violation to operate a vehicle upon the public highways unless it is completely equipped with pneumatic rubber tires except vehicles equipped with temporary-use spare tires that meet federal standards that are installed and used in accordance with the manufacturer's instructions.

B. Requirements

1. No tire on a vehicle moved on a highway may have on its periphery any block, flange, cleat, or spike or any other protuberance of any material other than rubber which projects beyond the tread of the traction surface of the tire, except that it is permissible to use farm machinery with tires having protuberances that will not injure the highway.

2. It is a traffic violation for any person, firm, or corporation to sell or offer for sale any new pneumatic passenger car tire which does not meet the standards of federal motor vehicle safety standard No. 109, as promulgated by the United States Department of Transportation under authority of the National Traffic and Motor Vehicle Safety Act of 1966 (80 Stat. 719, 728; 15 U.S.C. 1392, 1407) unless the tires are sold for off-highway use, as evidenced by a statement signed by the purchaser at the time of sale certifying that he is not purchasing the tires for use on the public highways.

3. It is a traffic violation for any person, firm, or corporation to sell or offer for sale any re-grooved tire which does not meet the standard established by federal motor vehicle standard part 569 – re-grooved tires, as promulgated by the United States Department of Transportation under authority of the National Traffic and Motor Vehicle Safety Act of 1966 (80 Stat. 719, 728; 15 U.S.C. 1392, 1407) unless the tires are sold or re-grooved for

off-highway use, as evidenced by a statement signed by the purchaser or the person who re-grooved the tire at the time of sale or re-grooving certifying that he is not purchasing or re-grooving the tires for use on the public highways.

4. No person shall drive or move or cause to be driven or moved any vehicle, the tires of which have contact with the driving surface of the road, unless the vehicle is equipped with tires in safe operating condition in accordance with requirements established by this section.

5. A tire shall be considered unsafe if it has:

a. Any ply or cord exposed either to the naked eye or when cuts or abrasions on the tire are probed.

b. Any bump, bulge, or knot, affecting the tire structure.

c. Any break repaired with a boot.

d. A tread depth of less than 2/32 of an inch measured in any two major tread grooves at three locations equally spaced around the circumference of the tire, or for those tires with tread wear indicators, a tire shall be considered unsafe if it is worn to the point that the tread wear indicators contact the road in any two major tread grooves at three locations equally spaced around the circumference of the tire.

e. A legend which indicates the tire is not intended for use on public highways such as, "not for highway use" or "for racing purposes only".

f. Such condition as may be reasonably demonstrated to render it unsafe.

g. If not matched in tire size designation, construction, and profile to the other tire and/or tires on the same axle, except for temporary-use spare tires that meet federal standards that are installed and used in accordance with the manufacturer's instructions.

6. No person, firm, or corporation shall sell any vehicle for use on the public highways unless the vehicle is equipped with tires that are in compliance with the provisions of this section. If the tires are found to be in violation of the provisions of this section, the person, firm, or corporation selling the vehicle shall cause the tires to be removed from the vehicle and shall equip the vehicle with tires that are incompliance with the provisions of this section.

(Source: WOS 2010-011, October 14, 2010, Section XVII)

9.318 SUN-SCREENING OR COLORING OF WINDOWS

A. Violation

It shall be a violation to operate a motor vehicle that has film sun-screening material applied to any window except the windshield, outside mirrors on both the left and right sides so as to reflect to the driver a view of the roadway, through each mirror, a distance of at least two hundred feet to the rear of the vehicle.

B. Requirements

1. The following types of film sun-screening material are not permitted:

a. Mirror finish products.

b. Red, gold, yellow, or black material.

c. Film sun-screening material that is in liquid pre-application form, brushed or sprayed on.

2. Nothing in this section prohibits the use of shaded or heat-absorbing safety glazing material in which the shading or heat-absorbing characteristics have been applied at the time of manufacture of the safety glazing material and which meet federal standards for the safety glazing materials.

(Source: WOS 2010-011, October 14, 2010, Section XVIII)

9.319 DISABLED VEHICLE - DISPLAY OF WARNING DEVICES

A. Violation

Whenever any motor truck, passenger bus, truck tractor over eighty inches in overall width, trailer, semitrailer, or pole trailer is disabled upon the traveled portion of any highway, or the shoulder, at any time when lighted lamps are required on vehicles, the driver of the vehicle shall display the following warning devices during the time the vehicle is so disabled on the highway or shall be found in violation of this Statute.

B. Requirements

1. A lighted fusee, a lighted red electric lantern, or a portable red emergency reflector shall be immediately placed at the traffic side of the vehicle in the direction of the nearest approaching traffic.

2. As soon thereafter as possible, but in any event within the burning period of the fusee (fifteen minutes), the driver shall place three liquid-burning flares (pot torches), three lighted red electric lanterns, or three portable red emergency reflectors on the traveled portion of the highway in the following order:

a. One, approximately one hundred feet from the disabled vehicle in the center of the lane occupied by the vehicle and toward traffic approaching in that lane.

b. One, approximately one hundred feet in the opposite direction from the disabled vehicle and in the center of the traffic lane occupied by the vehicle.

c. One at the traffic side of the disabled vehicle not less than ten feet rearward or forward thereof in the direction of the nearest approaching traffic

3. Whenever any vehicle referred to in this section is disabled within five hundred feet of a curve, hillcrest, or other obstruction to view, the warning signal in that direction shall

be so placed as to afford ample warning to other users of the highway, but in no case less than five hundred feet from the disabled vehicle.

4. Whenever any vehicle of a type referred to in this section is disabled upon any roadway of a divided highway during the time that lights are required, the appropriate warning devices shall be placed as follows:

a. One at a distance of approximately two hundred feet from the vehicle in the center of the lane occupied by the stopped vehicle and in the direction of traffic approaching in that lane;

b. one at a distance of approximately one hundred feet from the vehicle, in the center of the lane occupied by the vehicle and in the direction of traffic approaching in that lane;

c. and one at the traffic side of the vehicle and approximately ten feet from the vehicle in the direction of the nearest approaching traffic.

5. Whenever any vehicle of a type referred to in this section is disabled upon the traveled portion of a highway or the shoulder thereof outside any municipality at any time when the display of fusees, flares, red electric lanterns, or portable red emergency reflectors is not required, the driver of the vehicle shall display two red flags upon the roadway in the lane of traffic occupied by the disabled vehicle, one at a distance of approximately one hundred feet in advance of the vehicle, and one at a distance of approximately one hundred feet to the rear of the vehicle.

6. Whenever any motor vehicle used in the transportation of explosives or any cargo tank truck used for the transportation of any flammable liquid or compressed flammable gas, or any motor vehicle using compressed gas as a fuel, is disabled upon a highway, the driver of the vehicle shall immediately display the following warning devices: One red electric lantern or portable red emergency reflector placed on the roadway at the traffic side of the vehicle, and two red electric lanterns or portable red reflectors, one placed approximately one hundred feet to the front and one placed approximately one hundred feet to the rear of this disabled vehicle in the center of the traffic lane occupied by the

vehicle. Flares, fusees, or signals produced by flame shall not be used as warning devices for disabled vehicles of the type.

(Source: WOS 2010-011, October 14, 2010, Section XIX)

9.320 VEHICLES TRANSPORTING EXPLOSIVES

A. Violation

It shall be a violation to operate a motor vehicle that is transporting any explosive as a cargo or part of a cargo upon a highway and not obey the following requirements.

B. Requirements

1. Be marked or placarded on each side and the rear with the word “Explosives” in letters not less than eight inches high, or there shall be displayed on the rear of the vehicle a red flag not less than twenty-four inches square marked with the word "danger" in white letters six inches high.

2. Be equipped with not less than two fire extinguishers, filled and ready for immediate use, and placed at a convenient point on the vehicle.

(Source: WOS 2010-011, October 14, 2010, Section XX)

9.321 FUEL SYSTEM

A. Violation

It shall be a violation to operate a motor vehicle that is not equipped with a fuel system that is manufactured, installed, and maintained with due regard for the safety of the occupants of the vehicle and the public.

B. Requirements

1. Fuel tanks shall be equipped with approved caps.

2. There shall be no signs of leakage from the carburetor or the fuel pump or the fuel hoses in the engine compartment or between the fuel tank and the engine compartment.

3. No person shall operate any motor vehicle upon the public highways unless the fuel tank is securely attached and so located that another vehicle would not be exposed to direct contact with the fuel tank in the event of a collision.

(Source: WOS 2010-011, October 14, 2010, Section XXI)

9.322 VEHICLE WITH ALTERNATIVE FUEL SOURCE

A. Violation

It shall be a violation to operate a motor vehicle fueled by an alternative fuel that does not bear a reflective placard issued by the national fire protection association indicating the vehicle is so fueled.

B. Requirement

As used in this section "alternative fuel source" includes propane, compressed natural gas, liquid petroleum gas, or any chemically similar gas but does not include gasoline or diesel fuel.

(Source: WOS 2010-011, October 14, 2010, Section XXII)

9.323 TELEVISION VIEWERS - EARPHONES

A. Violation

It shall be a violation to operate a motor vehicle that is equipped with any television viewer, screen, or other means of visually receiving a television broadcast which is located in the motor vehicle at any point forward of the back of the driver's seat, or which is visible to the driver while operating the motor vehicle.

B. Requirements

1. No person shall operate any motor vehicle on a public highway while wearing any headset or earphones connected to any electronic device capable of receiving a radio broadcast or playing a sound recording for the purpose of transmitting a sound to the human auditory senses.

2. This section does not apply to authorized emergency vehicles or to motorcyclists wearing a helmet with built-in headsets or earphones.

(Source: WOS 2010-011, October 14, 2010, Section XXIII)

9.324 SAFETY LOAD CHAINS AND DEVICES REQUIRED

It shall be a violation to operate any vehicle upon the public highways without having the load securely fastened and protected by safety chains or other devices.

(Source: WOS 2010-011, October 14, 2010, Section XXIV)

9.325. FENDERS OR SPLASH APRONS

A. Violation

Except as authorized under this section, it is a violation to operate any motor vehicle, trailer, or semitrailer that is not equipped with fenders, covers, flaps, or splash aprons adequate for minimizing the spray or splash of water or mud from the roadway to the rear of the vehicle. All such devices shall be as wide as the tires behind which they are mounted and extend downward at least to the center of the axle.

B. Requirements

A motor vehicle that is not less than forty years old and is owned and operated primarily as a collector's item need not be equipped with fenders when the vehicle is used and driven during fair weather on well-maintained, hard-surfaced roads.

(Source: WOS 2010-011, October 14, 2010, Section XXV)

9.326 SEAT BELTS AND SHOULDER HARNESSES

A. Violation

It shall be a violation to sell any automobile manufactured or assembled after January 1, 1964, unless the automobile is equipped with seat belts installed for use on the front seats.

B. Requirements

1. Every passenger car manufactured or assembled after January 1, 1965, shall be equipped with at least two lap-type safety belt assemblies for the front seating positions.

2. Every passenger car manufactured or assembled after January 1, 1968, except police vehicles, shall be equipped with a lap-type safety belt assembly for each permanent passenger seating position.

3. Every passenger car manufactured or assembled after January 1, 1968, shall be equipped with at least two shoulder harness-type safety belt assemblies for the front seating positions.

(Source: WOS 2010-011, October 14, 2010, Section XXVI)

9.327 BUMPERS AND BODY HARDWARE

A. Violation

When any motor vehicle was originally equipped with bumpers or any other collision energy absorption or attenuation system, that system shall be maintained in good operational condition, and it shall be a violation to remove or disconnect, and no owner shall cause or knowingly permit the removal or disconnection of any part of that system except temporarily in order to make repairs, replacements, or adjustments.

B. Requirements

1. The body, fenders, and bumpers shall be maintained without protrusions which could be hazardous to pedestrians. In addition, the bumpers shall be so attached and maintained so as to not protrude beyond the original bumper line.

2. The hood, hood latches, hood fastenings, doors, and door latches shall be maintained in a condition sufficient to ensure proper working equal to that at the time of original vehicle manufacture.

(Source: WOS 2010-011, October 14, 2010, Section XXVII)

9.328 ODOMETERS

A. Violation

1. It shall be a violation for any person to disconnect, turn back, or reset the odometer of any motor vehicle with the intent to reduce the number of miles indicated on the odometer gauge.

2. It shall be a violation for any person to sell a motor vehicle if the seller has knowledge that the odometer on the motor vehicle has been turned back and fails to notify the buyer, prior to the time of sale, that the odometer has been, or seller had reason to believe the odometer has been turned back.

3. It shall be a violation for any person to sell a motor vehicle if the seller has knowledge that the odometer on the motor vehicle has been replaced with another odometer and fails to notify the buyer, prior to the time of sale, that the odometer has been, or seller believes the odometer has been replaced.

4. It shall be a violation for any person to advertise for sale, to sell, to use, or to install on any part of a motor vehicle or on an odometer in a motor vehicle any device which causes the odometer to register any mileage other than the true mileage driven. For the

purposes of this section the true mileage driven is that driven by the car as registered by the odometer within the manufacturer's designed tolerance.

B. In any suit brought by the purchaser of a motor vehicle against the seller of a vehicle, the purchaser shall be entitled to recover his court costs and a reasonable attorney's fee fixed by the court, if:

1. The suit or claim is based substantially upon the purchaser's allegation that the odometer on the vehicle has been tampered with or replaced contrary to this Statute; and

2. It is found in the suit that the seller of the vehicle or any of the sellers employees or agents knew or had reason to know the odometer on the vehicle had been tampered with or replaced and failed to disclose this knowledge to the purchaser prior to the time of sale.

(Source: WOS 2010-011, October 14, 2010, Section XXVIII)

9.329 MOTORCYCLES AND MOTOR-DRIVEN CYCLES - HEAD LAMPS

A. Violation

It shall be a violation to operate a motorcycle and motor-driven cycle that is not equipped with at least one lamp which shall comply with the requirements and limitations of this section.

B. Requirements

1. Every head lamp upon every motorcycle and motor-driven cycle shall be located at a height of not more than fifty-four inches nor less than twenty-four inches from the center of the lamp to the ground.

2. Every motorcycle other than a motor-driven cycle shall be equipped with multiple-beam road-lighting equipment, which shall:

a. Reveal persons and vehicles at a distance of at least three hundred feet ahead when the uppermost distribution of light is selected.

b. Reveal persons and vehicles at a distance of at least one hundred fifty feet ahead when the lowermost distribution of light is selected, and on a straight, level road under any condition of loading none of the high intensity portion of the beam shall be directed to strike the eyes of an approaching driver.

3. Every motorcycle and motor-driven cycle shall have its head lamps and tail lamps lighted whenever the vehicle is in motion upon a highway.

4. The head lamp or head lamps upon every motor-driven cycle may be of the single-beam or multiple-beam type but in either event shall comply with the requirements and limitations as follows:

a. Every such head lamp or head lamps on a motor-driven cycle shall be of a sufficient intensity to reveal a person or a vehicle at a distance of not less than one hundred feet when the motor-driven cycle is operated at any speed less than twenty-five miles per hour and at a distance of not less than two hundred feet when the motor-driven cycle is operated at a speed of twenty-five or more miles per hour, and at a distance of not less than three hundred feet when the motor-driven cycle is operated at a speed of thirty-five or more miles per hour.

b. In the event the motor-driven cycle is equipped with a multiple-beam head lamp or head lamps the upper beam shall meet the minimum requirements set forth for upper beam lights, and the lower beam shall meet the requirements applicable to a lower distribution of light.

c. In the event the motor-driven cycle is equipped with a single-beam lamp or lamps, the lamp or lamps shall be so aimed that when the vehicle is loaded none of the high-intensity portion of light, at a distance of twenty-five feet ahead, shall project higher than the level of the center of the lamp from which it comes.

(Source: WOS 2010-011, October 14, 2010, Section XXIX)

9.330 MOTOR-DRIVEN CYCLES TAIL LAMPS, REFLECTORS, AND STOP LAMPS

A. Violation

It shall be a violation to operate a motorcycle and motor-driven cycle that is not equipped with at least one tail lamp which shall comply with the requirements and limitations of this section.

B. Requirements

1. Every motorcycle and motor-driven cycle shall have at least one tail lamp which shall be located at a height of not more than seventy-two nor less than fifteen inches.

2. Either a tail lamp or a separate lamp shall be so constructed and placed as to illuminate with a white light the rear registration plate and render it clearly legible from a distance of fifty feet to the rear. The tail lamp or tail lamps, and any separate lamp or lamps for illuminating the rear registration plate, shall be wired so as to be lighted whenever the head lamps or auxiliary driving lamps are lighted.

3. Every motorcycle and motor-driven cycle shall carry on the rear, either as part of the tail lamp or separately, at least one red reflector.

4. Every motorcycle and motor-driven cycle shall be equipped with at least one stop lamp.

(Source: WOS 2010-011, October 14, 2010, Section XXX)

9.331 MOTORCYCLES AND MOTOR-DRIVEN CYCLES - BRAKE REQUIREMENTS

A. Violation

It shall be a violation for a Motorcycle not to be equipped with brakes operating on both the front and rear wheels unless the vehicle was originally manufactured without both front and rear brakes. A front brake shall not be required on any motorcycle over twenty-five years old which was originally manufactured without a front brake and which has been restored to its original condition and is being ridden to or from or otherwise in conjunction with an antique or classic

motorcycle contest, show or other such assemblage, and no front brake shall be required on any motorcycle manufactured prior to January 1, 1931.

B. Requirements

1. Motorcycles and motor-driven cycles need not be equipped with parking brakes.

2. Every motorcycle and motor-driven cycle, at all times and under all conditions of loading, upon application of the service brake, shall be capable of:

a. Decelerating to a stop from not more than twenty miles per hour at not less than fourteen feet per second per second.

b. Stopping from a speed of twenty miles per hour in not more than thirty feet, the distance to be measured from the point at which movement of the service brake pedal or control begins.

3. Tests for deceleration and stopping distance shall be made on a substantially level (not to exceed plus or minus one percent grade), dry, smooth, hard surface free from loose material.

(Source: WOS 2010-011, October 14, 2010, Section XXXI)

9.332 MOTORCYCLES, MOTOR-DRIVEN CYCLES, OR MOPEDS EQUIPMENT

A. Violation

1. It shall be a violation to operate a motorcycle or motor-driven cycle not equipped with mirrors on the left and right sides of the motorcycle which shall be so located as to give the driver a complete view of the highway for a distance of at least two hundred feet to the rear of the motorcycle or motor-driven cycle.

2. It shall be a violation to operate a motorcycle or motor-driven cycle which does not have a windshield unless wearing safety glasses, goggles, or a face shield.

3. It shall be a violation for a person under the age of twenty-one (21) to operate or ride upon a motorcycle, motor-driven cycle, or moped on a public highway, unless wearing upon his or her head a protective helmet of a type conforming to federal rules except when the vehicle is an antique motor-driven cycle or automobile that is licensed as a motorcycle.

B. Requirements

1. Mirrors are not required on any motorcycle or motor-driven cycle over twenty-five years old originally manufactured without mirrors and which has been restored to its original condition and which is being ridden to or from or otherwise in conjunction with an antique or classic motorcycle contest, show, or other such assemblage. No mirror is required on any motorcycle manufactured prior to January 1, 1931.

2. For persons under the age of twenty-one (21), the helmet must be equipped with either a neck or chin strap which shall be fastened securely while the motorcycle or motor-driven cycle is in motion.

(Source: WOS 2012-005, June 10, 2012, Section XXXII)

9.333 MOTORCYCLES' EXHAUST SYSTEM

It shall be a violation for a person to modify the exhaust system of a motorcycle in a manner which will amplify or increase the noise emitted by the engine of the vehicle above that emitted by the muffler originally installed on the vehicle. It is unlawful to operate a motorcycle not equipped as required by this section or which has been amplified as prohibited by this section.

(Source: WOS 2010-011, October 14, 2010, Section XXXIII)

9.334 MOTORCYCLES AND MOTOR-DRIVEN CYCLES ADDITIONAL REQUIREMENTS AND LIMITATIONS

It shall be a violation for a motorcycle or a motor-driven cycle not to comply with the requirements and limitations concerning horns and warning devices, mufflers and prevention of noise, mirrors, and tires.

(Source: WOS 2010-011, October 14, 2010, Section XXXIV)

9.335 COLLISIONS

A. Striking Unattended Vehicle or Other Property

1. It shall be a violation for a operator of any vehicle which collided with any unattended vehicle or any property on or next to a public road resulting only in damage to the vehicle or property and not immediately stop and either locate or notify the operator or owner of the vehicle or property and provide the following information:

a. Name

b. Date of birth

c. Address of the operator and owner of the vehicle

2. If the owner or operator of the damaged vehicle or property is not available then the operator shall leave a note in a conspicuous place on the vehicle or property damaged.

3. The driver shall further make report of the accident as in the case of other accidents upon the public roads.

B. Striking Attended Vehicle causing Injuries

1. It shall be a violation for a driver of any vehicle involved in an accident resulting in the injury to or death of any person and not immediately stop at or as close as possible to the scene of the accident without obstructing traffic more than is necessary, and shall immediately return to and remain at the scene of the accident.

2. The person shall provide his or her name, date of birth, address, insurance company, insurance policy number, and vehicle license number and shall show his or her driver's license to any person struck or injured or the driver or any occupant of, or any person attending the vehicle.

3. If none of the persons specified are in condition to receive the information to which they are entitled under subsection 2 and no police officer is present, the driver of any vehicle involved in the accident, shall, as soon as possible, report the accident to the Department and shall submit the required information.

4. The driver of the vehicle involved in the accident shall file an accident report with the Department.

5. Whenever the driver of the vehicle involved in any accident is physically incapable of submitting the required accident report and there is another occupant, other than a passenger for hire, in the vehicle at the time of the accident capable of making a report, that occupant shall make a report. Upon recovery the driver shall make a report as required.

6. The driver shall also give to any person injured in the accident reasonable assistance, including the carrying or the making of arrangements for the carrying of the person to a physician or hospital for medical treatment if it is apparent that such treatment is necessary or if the carrying is requested by the injured person or on his/her behalf.

7. Under no circumstances shall the rendering of assistance or other compliance with the provisions of this subsection be evidence of the liability of any driver for the accident.

C. Striking Attended Vehicle without causing Injuries

1. It shall be a violation of a driver of any vehicle involved in an accident resulting only in damage to a vehicle which is driven or attended by any person or damage to other property and not immediately stop at or as close as possible to the scene of the accident without obstructing traffic more than is necessary, and shall immediately return to the scene of the accident and provide the following information:

a. Name

b. Date of birth

c. Address of the operator and owner of the vehicle

2. The driver of any vehicle involved in an accident may file an accident report with the Department.

D. Officer's Report

Any police officer present at the scene of any accident or in possession of any facts concerning any accident by way of official investigation shall make a report the same as is required of the parties to the accident and as fully as the facts in his possession will permit.

E. False Information

It shall be a violation for a person who knowingly gives false information in required oral or written reports.

(Source: WOS 2010-011, October 14, 2010, Section XXXV)

9.336 TOWING AND IMPOUNDMENT

A. Definitions

1. "Abandoned vehicle" means a vehicle that a registered tow truck operator has impounded and held in the operator's possession for ninety-six consecutive hours.

2. "Impound" means to take and hold a vehicle in legal custody. There are two types of impounds - public and private.

3. "Public impound" means that the vehicle has been impounded at the direction of a law enforcement officer or by a public official having jurisdiction over the public property upon which the vehicle was located.

4. "Private impound" means that the vehicle has been impounded at the direction of a person having control or possession of the private property upon which the vehicle was located.

5. "Junk vehicle" means a vehicle that meets at least three of the following requirements:

a. Is three years old or older;

b. Is extensively damaged, including but not limited to any of the following: a broken window or windshield, missing wheels, tires, motor, or transmission;

c. Is apparently inoperable;

d. Has an approximate fair market value equal only to the approximate value of the scrap in it.

6. "Registered tow truck operator" or "operator" means any person who engages in the impounding, transporting, or storage of unauthorized vehicles or the disposal of abandoned vehicles.

7. "Residential property" means property that has no more than four living units located on it.

8. "Tow truck" means a motor vehicle that is equipped for and used in the business of towing vehicles.

9. "Tow truck service" means the transporting upon the public streets and highways of vehicles, together with personal effects and cargo, by a tow truck of a registered operator.

10. "Unauthorized vehicle" means a vehicle that is subject to removal and impoundment after being left unattended in one of the following public or private locations for the indicated period of time:

a. Public locations:

i. Constituting an accident or a traffic hazard; immediately

ii. On a highway and tagged; 24 hours

iii. In a publicly owned or controlled posted parking facility; immediately

b. Private locations:

i. On residential property; immediately

ii. On private, nonresidential property, properly posted; immediately

iii. On private, nonresidential property, not posted; 24 hours

B. Tow Truck Operator's Registration Requirements

It shall be a violation for a person to engage in or offer to engage in the activities of a registered tow truck operator without a current registration either issued by Tribal, Federal, State or local authority that authorizes such activities.

C. Impounding Unauthorized Vehicles Posting Requirements

It shall be a violation for a person to impound, tow, or otherwise disturb any unauthorized vehicle standing on nonresidential private property or in a public parking facility for less than twenty-four hours unless a sign is posted near each entrance and on the property in a clearly conspicuous and visible location to all who park on the property that clearly indicates:

1. The times a vehicle may be impounded as an unauthorized vehicle; and

2. The name, telephone number, and address of the towing firm where the vehicle may be redeemed.

D. Impoundment of Vehicles without Serial Number by Law Enforcement

1. Any vehicle, watercraft, camper, or any component part, from which the manufacturer's serial number or any other distinguishing number or identification mark has been removed, defaced, covered, altered, obliterated, or destroyed, may be impounded and held by the Department for the purpose of conducting an investigation to determine the identity of the article or articles, and to determine whether it has been reported stolen.

2. Within five days of the impounding of any vehicle, watercraft, camper, or component part thereof, the Department shall send written notice of the impoundment by certified mail to all persons known to the agency as claiming an interest in the article or articles. The notice shall advise the person of the seizure, the possible disposition of the article or articles, the requirement of filing a written claim requesting notification of potential disposition, and the right of the person to request a hearing to establish a claim of ownership. Within five days of receiving notice of other persons claiming an interest in the article or articles, the Department shall send a like notice to each.

3. If reported as stolen, the Department shall promptly release the vehicle, watercraft, camper, or parts, to the person who is the lawful owner or the lawful successor in interest, upon receiving proof that the person presently owns or has a lawful right to the possession of the article or articles.

4. If the vehicle is not claimed then the Department may dispose of the vehicle, watercraft, camper, or component part by destruction, by selling at public auction to the highest bidder, or by holding the article or articles for the official use of the Department, when:

a. The true identity of the article or articles cannot be established by restoring the original manufacturer's serial number or other distinguishing numbers or identification marks or by any other means;

b. After the true identity of the article or articles has been established, the Department cannot locate the person who is the lawful owner or if the lawful owner or his successor in interest fails to claim the article or articles within thirty (30) days after receiving notice from the Department that the article or articles is in its possession.

5. Before the release or use by the Department of any impounded article an identification number shall be assigned to the article.

E. General Impoundment by Law Enforcement

1. If a vehicle is subject to removal after the indicated period of time as stated in this Statute, it may be impounded by a registered tow truck operator at the direction of a law enforcement officer if the vehicle is on public property, or at the direction of the property owner or an agent if it is on private property.

2. A law enforcement officer may also direct the impoundment of a vehicle pursuant to a writ or court order.

3. The person requesting a private impound or a law enforcement officer requesting a public impound shall provide a signed authorization for the impoundment at the time and place of the impoundment to the registered tow truck operator before the operator may proceed with the impound. A registered tow truck operator, employee, or his or her agent may not serve as an agent of a property owner for the purposes of signing an impoundment authorization or, independent of the property owner, identify a vehicle for impoundment.

4. Whenever an officer finds an unattended vehicle at the scene of an accident or when the driver of a vehicle involved in an accident is physically or mentally incapable of deciding upon steps to be taken to protect his or her property;

5. Whenever an officer determines the vehicle to be unsafe to drive;

6. Whenever an officer discovers a vehicle that the officer determines or has reasonable grounds to believe to be a stolen vehicle;

7. Whenever a vehicle without a special license plate, card, or decal indicating that the vehicle is being used to transport a disabled person is parked in a stall or space clearly and conspicuously marked for disabled parking, which space is provided on private property without charge or on public property.

F. Impoundment of a Vehicle in Right-of-Way

1. A law enforcement officer discovering an unauthorized vehicle left within a highway right-of-way shall attach to the vehicle a readily visible notification. The notification shall contain the following information:

a. The date and time attached;

b. The identity of the officer;

c. A statement that if the vehicle is not removed within twenty-four hours from the time the notification is attached, the vehicle may be taken into custody and stored at the owner's expense; and

d. The address and telephone number where additional information may be obtained.

2. If the vehicle has current plates, the officer shall check the records to learn the identity of the last owner of record. The officer shall ensure that a reasonable effort is made to contact the owner by telephone in order to give the owner the information on the notification.

3. If the vehicle is not removed within twenty-four hours from the time the notification is attached, a law enforcement officer may take custody of the vehicle and provide for the vehicle's removal to a place of safety including the business location of a registered tow truck-operator. If the vehicle does not pose a safety hazard it may remain on the roadside for more than twenty-four hours if the owner or operator is unable to remove it from the place where it is located and so notifies the Department.

G. Responsibility of Registered Owner

The last registered owner of record is liable for costs incurred in abandonment of any vehicle including removing, storing, and disposing of the abandoned vehicle, less amounts realized

at auction, unless the register owner can show a report of sale or transfer regarding the vehicle involved or a vehicle theft report filed with a law enforcement agency.

H. Junk Vehicle Disposition

1. Any law enforcement officer having jurisdiction shall inspect and may authorize the disposal of an abandoned junk vehicle. The person making the inspection shall record the make and vehicle identification number or license number of the vehicle if available, and shall also verify that the approximate value of the junk vehicle is equivalent only to the approximate value of the scrap in it.

2. The law enforcement officer shall provide information on the vehicle's registered and legal owner to the landowner.

3. Upon receiving information on the vehicle's registered and legal owner, the landowner shall mail a notice to the registered and legal owners. The notification shall describe the redemption procedure and the right to arrange for the removal of the vehicle.

4. If the vehicle remains unclaimed more than fifteen days after the landowner has mailed notification to the registered and legal owner, the landowner may dispose of the vehicle or sign an affidavit of sale to be used as a title document.

5. If no information on the vehicle's registered and legal owner is found, the landowner may immediately dispose of the vehicle or sign an affidavit of sale to be used as a title document.

6. The landowner of the property upon which the junk vehicle is located is entitled to recover from the vehicle's registered owner any costs incurred in the removal of the junk vehicle.

7. For the purposes of this section, the term “landowner” includes a legal owner of private property, a person with possession or control of private property, or a Tribal official having jurisdiction over trust land.

8. A person complying in good faith with the requirements of this section is immune from any liability arising out of an action taken or omission made in the compliance.

(Source: WOS 2010-011, October 14, 2010, Section XXXVI)

9.337 APPLYING RULES OF THE ROAD-WAY

A. General Application

The provisions of this Statute relating to the operation of vehicles refer exclusively to the operation of vehicles upon highways except where a different place is specifically referred to in a given section.

B. Persons Riding Animals or Driving Animal-Drawn Vehicles

Every person riding an animal or driving any animal-drawn vehicle upon a roadway shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by this Statute except those provisions of this Statute which by their very nature can have no application.

C. Persons Working on Highway Right of Way

Unless specifically made applicable, the provisions of this Statute shall not apply to persons, motor vehicles and other equipment while legitimately engaged in work within the right of way of any highway but shall apply to these persons and vehicles when traveling to or from such work.

D. Authorized Emergency Vehicles

The driver of an authorized emergency vehicle, when responding to an emergency call or when in the pursuit of an actual or suspected violator of the law or when responding to but not upon returning from a fire alarm, may exercise the privileges set forth in this section, but subject to the conditions stated.

1. The driver of an authorized emergency vehicle may:

a. Park or stand, irrespective of the provisions of this Statute;

b. Proceed past a red or stop signal or stop sign, but only after slowing down as may be necessary for safe operation;

c. Exceed the maximum speed limits so long as he does not endanger life or property;

d. Disregard regulations governing direction of movement or turning in specified directions.

2. The exemptions granted to an authorized emergency vehicle shall apply only when the vehicle is making use of visual signals, except that:

a. An authorized emergency vehicle operated as a police vehicle need not be equipped with or display a red light visible from in front of the vehicle;

b. authorized emergency vehicles shall use audible signals when necessary to warn others of the emergency nature of the situation but in no case shall they be required to use audible signals while parked or standing.

3. The foregoing provisions shall not relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons, nor shall these provisions protect the driver from the consequences of his reckless disregard for the safety of others.

(Source: WOS 2010-011, October 14, 2010, Section XXXVII)

9.338 OBEDIENCE TO POLICE OFFICERS, FLAGMEN, OR FIRE FIGHTERS

It shall be a violation for a person to willfully fail or refuse to comply with any lawful

order or direction of any duly authorized flagman or any police officer or fire fighter invested by law with authority to direct, control, or regulate traffic.

(Source: WOS 2010-011, October 14, 2010, Section XXXVIII)

9.339 TRAFFIC SIGNS, SIGNALS, AND MARKINGS

A. Violation

It shall be a violation for a driver of any vehicle, every bicyclist, and every pedestrian not to obey the instructions of any applicable official traffic control device placed in accordance with the provisions of this Statute, unless otherwise directed by a police officer, subject to the exception granted the driver of an authorized emergency vehicle in this Statute.

B. Requirements

1. No provision of this Statute for which official traffic control devices are required is enforced against an alleged violator if at the time and place of the alleged violation an official device is not in proper position and sufficiently legible or visible to be seen by an ordinarily observant person. Whenever a particular section does not state that official traffic control devices are required, that section is effective even though no devices are erected or in place.

2. Whenever official traffic control devices are placed in position approximately conforming to the requirements of this Statute, the devices are presumed to have been so placed by the official act or direction of lawful authority, unless the contrary is established by competent evidence.

3. Any official traffic control device placed pursuant to the provisions of this Statute and purporting to conform to the lawful requirements pertaining to these devices is presumed to comply with the requirements of this Statute, unless the contrary is established by competent evidence.

C. Display of Unauthorized Signs, Signals, or Markings

1. No person shall place, maintain or display upon or in view of any highway any unauthorized sign, signal, marking or device which purports to be or is an imitation of or resembles an official traffic-control device, sign or signal, or which attempts to direct the movement of traffic, or which hides from view or interferes with the effectiveness of an official traffic-control device or any sign or signal.

2. No person shall place or maintain nor shall any public authority permit upon any highway any traffic sign or signal bearing thereon any commercial advertising.

3. This section shall not be deemed to prohibit the erection upon private property adjacent to highways of signs giving useful directional information and of a type that cannot be mistaken for official signs.

4. Every prohibited sign, signal or marking is hereby declared to be a public nuisance and the Department is hereby empowered to remove the same or cause it to be removed without notice.

(Source: WOS 2010-011, October 14, 2010, Section XXXIX)

9.340 INTERFERENCE WITH OFFICIAL TRAFFIC-CONTROL DEVICES SIGNS OR SIGNALS

It shall be a violation for a person, without lawful authority, attempt to or in fact alter, deface, injure, knock down or remove any official traffic-control device or any sign or signal or any inscription, shield or insignia, or any other part.

(Source: WOS 2010-011, October 14, 2010, Section XL)

9.341 DRIVING ON RIGHT SIDE OF ROADWAY, OVERTAKING AND PASSING AND USE OF ROADWAY

A. Violation

It shall be a violation to drive a vehicle upon the left half of a roadway, except as follows:

1. When overtaking and passing another vehicle proceeding in the same direction under the rules governing such movement;

2. When an obstruction exists making it necessary to drive to the left of the center of the highway; provided, any person so doing shall yield the right of way to all vehicles traveling in the proper direction upon the unobstructed portion of the highway within such distance as to constitute an immediate hazard;

3. Upon a roadway divided into three marked lanes and providing for two-way movement traffic under the rules applicable thereon; or

4. Upon a street or highway restricted to one-way traffic.

B. Requirements

1. Drivers of vehicles proceeding in opposite directions shall pass each other to the right, and upon roadways having width for not more than one line of traffic in each direction each driver shall give to the other at least one-half of the main-traveled portion of the roadway as nearly as possible.

2. The following rules shall govern the overtaking and passing of vehicles proceeding in the same direction, subject to those limitations, exceptions and special rules hereafter stated:

a. The driver of a vehicle overtaking another vehicle proceeding in the same direction shall pass to the left at a safe distance and shall not again drive to the right side of the roadway until safely clear of the overtaken vehicle.

b. The driver of an overtaken vehicle shall give way to the right in favor of the overtaking vehicle on audible signal and shall not increase the speed of his vehicle until completely passed by the overtaking vehicle.

3. The driver of a vehicle may overtake and pass upon the right of another vehicle only under the following conditions:

a. When the vehicle overtaken is making or about to make a left turn;

b. Upon a roadway with unobstructed pavement of sufficient width for two or more lines of vehicles moving lawfully in the direction being traveled by the overtaking vehicle.

c. The driver of a vehicle may overtake and pass another vehicle upon the right only under conditions permitting the movement in safety. The movement shall not be made by driving off the roadway.

4. No vehicle shall be driven to the left side of the center of the roadway in overtaking and passing another vehicle proceeding in the same direction unless authorized by this Statute and unless the left side is clearly visible and is free of oncoming traffic for a sufficient distance ahead to permit the overtaking and passing to be completely made without interfering with the operation of any vehicle approaching from the opposite direction or any vehicle overtaken. In every event the overtaking vehicle must return to an authorized lane of travel as soon as practicable and in the event the passing movement involves the use of a lane authorized for vehicles approaching from the opposite direction, before coming within two hundred feet of any approaching vehicle.

5. No vehicle shall be driven on the left side of the roadway under the following conditions:

a. When approaching or upon the crest of a grade or a curve in the highway where the driver's view is obstructed within such distance as to create a hazard in the event another vehicle might approach from the opposite direction;

b. When the view is obstructed upon approaching within one hundred feet of any bridge or viaduct.

c. The foregoing limitations shall not apply upon a one-way roadway, nor

when an obstruction exists making it necessary to drive to the left of the center of the highway, nor to the driver of a vehicle turning left into or from an alley, private road or driveway.

6. The appropriate Tribal or state authorities shall determine those portions of any highway under their respective jurisdictions where overtaking and passing or driving to the left of the roadway would be especially hazardous and may by appropriate signs or markings on the roadway indicate the beginning and end of the zones.

7. Where signs or markings are in place to define a no-passing zone, no driver may at any time drive on the left side of the roadway within the no-passing zone or on the left side of any pavement striping designed to mark the no-passing zone throughout its length.

8. The appropriate Tribal or state authorities may determine any highway, roadway, part of a roadway, or specific lanes be designated for one-way traffic where upon vehicular traffic shall proceed in one direction as indicated by official traffic control devices.

9. Whenever any roadway has been divided into two or more clearly marked lanes for traffic the following rules, consistent with all others, shall apply:

a. A vehicle shall be driven as nearly as practicable entirely within a single lane and shall not be moved from that lane until the driver has first determined that the movement can be made with safety.

b. Upon a roadway which is divided into three lanes and provides for two-way movement of traffic, a vehicle shall not be driven in the center lane except in preparation for making a left turn and the allocation shall be designated by official traffic-control devices.

c. Official traffic-control devices may be installed prohibiting the changing of lanes on sections of roadway and drivers of vehicles shall obey the directions of every such device.

(Source: WOS 2010-011, October 14, 2010, Section XLI)

9.342 FOLLOWING TOO CLOSELY

A. Violations

It shall be a violation for a driver of a motor vehicle to follow another vehicle more closely than is reasonable and prudent, having due regard for the speed of the vehicles and the traffic upon and the condition of the highway.

B. Requirements

1. The driver of any motor truck or motor vehicle drawing another vehicle when traveling upon a roadway outside of a business or residence district and which is following another motor truck or motor vehicle drawing another vehicle shall, whenever conditions permit, leave sufficient space so that an overtaking vehicle may enter and occupy the space without danger, except that this shall not prevent a motor truck or motor vehicle drawing another vehicle from overtaking and passing any like vehicle or other vehicle.

2. Motor vehicles being driven upon any roadway outside of a business or residence district in a caravan or motorcade whether or not towing other vehicles shall be so operated as to allow sufficient space between the vehicles or combination of vehicles so as to enable any other vehicle to enter and occupy the space without danger. This provision shall not apply to funeral processions.

(Source: WOS 2010-011, October 14, 2010, Section XLII)

9.343 YIELDING

A. Violation

It shall be a violation for any person operating any vehicle where designated, and bearing the required signs to fail and neglect to yield the vehicle as required.

B. Requirements

1. When two vehicles approach or enter an intersection from different highways at approximately the same time, the driver of the vehicle on the left shall yield the right of way to the vehicle on the right.

2. The driver of a vehicle intending to turn to the left within an intersection or into an alley, private road, or driveway shall yield the right of way to any vehicle approaching from the opposite direction which is within the intersection or so close as to constitute an immediate hazard.

3. Preferential right of way may be indicated by stop signs or yield signs as authorized.

4. Except when directed to proceed by a duly authorized flagman, police officer, or fire fighter vested by law with authority to direct, control, or regulate traffic, every driver of a vehicle approaching a stop sign shall stop at a clearly marked stop line, but if none, before entering a marked crosswalk on the near side of the intersection or, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the roadway, and after having stopped shall yield the right of way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time when the driver is moving across or within the intersection or junction of roadways.

5. The driver of a vehicle approaching a yield sign shall slow down to a speed reasonable for the existing conditions and, if required for safety to stop, shall stop at a clearly marked stop line, but if none, before entering a marked crosswalk on the near side of the intersection or if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the roadway, and then after slowing or stopping, the driver shall yield the right of way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time the driver is moving across or within the intersection or junction of roadways.

6. If a driver is involved in a collision with a vehicle in the intersection or junction of roadways, after driving past a yield sign without stopping, the collision is deemed prima

facie evidence of his failure to yield right of way.

(Source: WOS 2010-011, October 14, 2010, Section XLIII)

9.344 STOP OR STOPPING

A. Violation

It shall be a violation for any person operating any vehicle when entering any intersection determined, designated, and bearing the required sign to fail and neglect to bring the vehicle to a complete stop before entering the intersection.

B. Requirements

1. No driver shall enter an intersection or a marked crosswalk unless there is sufficient space on the other side of the intersection or crosswalk to accommodate the vehicle he is operating without obstructing the passage of other vehicles or pedestrians notwithstanding any traffic control signal indications to proceed.

2. The driver of a vehicle about to enter or cross a highway from a private road or driveway shall yield the right of way to all vehicles lawfully approaching on the highway.

(Source: WOS 2010-011, October 14, 2010, Section XLIV)

9.345 OPERATION OF VEHICLES ON APPROACH OF AUTHORIZED EMERGENCY VEHICLES

A. Violation

It shall be a violation for a driver of a vehicle not to immediately yield the right of way to an approaching authorized emergency vehicle making use of audible and visual signals, or of a police vehicle properly and lawfully making use of an audible signal only.

B. Requirements

1. The driver of a vehicle shall immediately drive to a position parallel to, and as close as possible to, the right-hand edge or curb of the roadway clear of any intersection and shall stop and remain in that position until the authorized emergency vehicle has passed, except when otherwise directed by a police officer.

2. This section shall not relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons using the highway.

(Source: WOS 2010-011, October 14, 2010, Section XLV)

9.346 HIGHWAY CONSTRUCTION AND MAINTENANCE

A. Violation

It shall be a violation for a driver of a vehicle not to yield the right of way to any authorized vehicle or pedestrian actually engaged in work upon a highway within any highway construction or maintenance area indicated by official traffic control devices.

B. Requirement

The driver of a vehicle shall yield the right of way to any authorized vehicle obviously and actually engaged in work upon a highway whenever the vehicle displays flashing amber lights.

(Source: WOS 2010-011, October 14, 2010, Section XLVI)

9.347 TRANSIT VEHICLES

A. Violation

It shall be a violation for a driver of a vehicle not to yield the right of way to a transit vehicle traveling in the same direction that has signaled and is reentering the traffic flow.

B. Requirement

Nothing in this section shall operate to relieve the driver of a transit vehicle from the duty to drive with due regard for the safety of all persons using the roadway.

(Source: WOS 2010-011, October 14, 2010, Section XLVII)

9.348 PEDESTRIANS' RIGHTS AND DUTIES

A. Violation

It shall be a violation for a pedestrian and/or driver of a vehicle not to follow traffic-control signs and signals at intersections as it relates to pedestrians and the following requirements.

B. Stopping for Pedestrians in Crosswalks Requirements

1. The operator of an approaching vehicle shall stop and remain stopped to allow a pedestrian to cross the roadway within an unmarked or marked crosswalk when the pedestrian is upon or within one lane of the half of the roadway upon which the vehicle is traveling or onto which it is turning. For purposes of this section "half of the roadway" means all traffic lanes carrying traffic in one direction of travel, and includes the entire width of a one-way roadway.

2. No pedestrian shall suddenly leave a curb or other place of safety and walk, run, or otherwise move into the path of a vehicle which is so close that it is impossible for the driver to stop.

3. Whenever any vehicle is stopped at a marked crosswalk or at any unmarked crosswalk at an intersection to permit a pedestrian to cross the roadway, the driver of any other vehicle approaching from the rear shall not overtake and pass the stopped vehicle.

C. Crossing at Other Than Crosswalks Requirements

1. Every pedestrian crossing a roadway at any point other than within a marked crosswalk or within an unmarked crosswalk at an intersection shall yield the right of way to all vehicles upon the roadway.

2. Where curb ramps exist at or adjacent to intersections or at marked crosswalks in other locations, disabled persons may enter the roadway from the curb ramps and cross the roadway within or as closely as practicable to the crosswalk. All other pedestrian rights and duties as defined elsewhere in this Statute remain applicable.

3. No pedestrian shall cross a roadway at an unmarked crosswalk where an official sign prohibits the crossing.

D. Drivers to Exercise Care Requirements

Notwithstanding the foregoing provisions of this Statute every driver of a vehicle shall exercise due care to avoid colliding with any pedestrian upon any roadway and shall give warning by sounding the horn when necessary and shall exercise proper precaution upon observing any child or any obviously confused or incapacitated person upon a roadway.

E. Pedestrians on Roadways Requirements

Where sidewalks are not provided any pedestrian walking or otherwise moving along and upon a highway shall, when practicable, walk or move only on the left side of the roadway or its shoulder facing traffic which may approach from the opposite direction and upon meeting an oncoming vehicle shall move clear of the roadway.

F. Pedestrians Soliciting Rides or Business Requirements

1. No person shall stand in, on, or alongside a public roadway at any place where a motor vehicle cannot safely stop off the main traveled portion for the purpose of soliciting a ride for himself or for another from the occupant of any vehicle.

2. The provisions of subsection (a) above shall not be construed to prevent a person upon a public highway from soliciting, or a driver of a vehicle from giving a

ride where an emergency actually exists, nor to prevent a person from signaling or requesting transportation from a passenger carrier for the purpose of becoming a passenger thereon for hire.

3. No person shall stand in a roadway for the purpose of soliciting employment or business from the occupant of any vehicle.

4. No person shall stand on or in proximity to a street or highway for the purpose of soliciting the watching or guarding of any vehicle while parked or about to be parked on a street or highway.

G. Pedestrians' Right of Way on Sidewalk Requirements

The driver of a vehicle shall yield the right of way to any pedestrian on a sidewalk.

H. Pedestrians Yield to Emergency Vehicles Requirements

1. Upon the immediate approach of an authorized emergency vehicle making use of audible and visual signals, or of a police vehicle making use of an audible signal, every pedestrian shall yield the right of way to the authorized emergency vehicle.

2. This section shall not relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of all persons using the highway nor from the duty to exercise due care to avoid colliding with any pedestrian.

(Source: WOS 2010-011, October 14, 2010, Section XLVIII)

9.349 TURNING AND STARTING AND SIGNALS ON STOPPING AND TURNING

A. Violation

It is a violation for a driver of a vehicle is not to follow the requirements for turning, starting, signaling and stopping as set forth in this section.

B. Position and Method of Turning at Intersections Requirements

The driver of a vehicle intending to turn shall do so as follows:

1. Right Turns: Both the approach for a right turn and a right turn shall be made as close as practicable to the right-hand curb or edge of the roadway.

2. Left Turns: The driver of a vehicle intending to turn left shall approach the turn in the extreme left-hand lane lawfully available to traffic moving in the direction of travel of the vehicle. Whenever practicable the left turn shall be made to the left of the center of the intersection and so as to leave the intersection or other location in the extreme left-hand lane lawfully available to traffic moving in the same direction as the vehicle on the roadway being entered.

3. Two-Way Left Turn Lanes: A two-way left turn lane is near the center of the roadway set aside for use by vehicles making left turns in either direction from or into the roadway. Two-way left turn lanes shall be designated by distinctive uniform roadway markings.

4. Upon a roadway where a center lane has been provided by distinctive pavement markings for the use of vehicles turning left from either direction, no vehicles may turn left from any other lane. A vehicle shall not be driven in this center lane for the purpose of overtaking or passing another vehicle proceeding in the same direction. A signal, either electric or manual, for indicating a left turn movement, shall be made at least one hundred feet before the actual left turn movement is made.

C. "U" Turns Requirements

1. The driver of any vehicle shall not turn the vehicle so as to proceed in the opposite direction unless the movement can be made safely and without interfering with other traffic.

2. No vehicle shall be turned so as to proceed in the opposite direction upon any curve,

or upon the approach to or near the crest of a grade, where the vehicle cannot be seen by the driver of any other vehicle approaching from either direction within five hundred feet.

D. Starting Parked Vehicle Requirements

No person shall start a vehicle which is stopped, standing or parked unless and until the movement can be made with reasonable safety.

E. Turning, Stopping, Moving Right or Left and Use of Signals Requirements

1. No person shall turn a vehicle or move right or left upon a roadway unless and until the movement can be made with reasonable safety nor without giving an appropriate signal in the manner provided.

2. A signal of intention to turn or move right or left when required shall be given continuously during not less than the last one hundred feet traveled by the vehicle before turning.

3. No person shall stop or suddenly decrease the speed of a vehicle without first giving an appropriate signal to the driver of any vehicle immediately to the rear when there is opportunity to give a signal.

4. The signals provided for shall not be flashed on one side only on a disabled vehicle, flashed as a courtesy or "do pass" signal to operators of other vehicles approaching from the rear, nor be flashed on one side only of a parked vehicle except as may be necessary for compliance with this section.

F. Signals by Hand and Arm or Signal Lamps Requirements

1. Any stop or turn signal when required shall be given either by means of the hand and arm or by signal lamps.

2. Any motor vehicle in use on a highway shall be equipped with, and required signal shall be given by, signal lamps when the distance from the center of the top of the steering

post to the left outside limit of the body, cab or load of the motor vehicle exceeds twenty-four inches, or when the distance from the center of the top of the steering post to the rear limit of the body or load exceeds fourteen feet. The latter measurements shall apply to any single vehicle, also to any combination of vehicles.

G. Method of Giving Hand and Arm Signals

All required signals given by hand and arm shall be given from the left side of the vehicle in the following manner and the signals shall indicate as follows:

1. Left turn: Hand and arm extended horizontally.

2. Right turn: Hand and arm extended upward.

3. Stop or decrease speed: Hand and arm extended downward.

(Source: WOS 2010-011, October 14, 2010, Section XLIX)

9.350 SPECIAL STOPS

A. Violation

It is a violation for a driver of a vehicle not to follow the requirements for special stops as set forth in this section.

B. Emerging From Alley, Driveway, or Building Requirement

The driver of a vehicle within a business or residence district emerging from an alley, driveway or building shall stop the vehicle immediately prior to driving onto a sidewalk or onto the sidewalk area extending across any alleyway or driveway, and shall yield the right of way to any pedestrian as may be necessary to avoid collision, and upon entering the roadway shall yield the right of way to all vehicles approaching on said roadway.

C. Overtaking or Meeting School Bus and Duties of Bus Driver Requirement

1. The driver of a vehicle upon overtaking or meeting from either direction any school bus which has stopped on the roadway for the purpose of receiving or discharging any school children shall stop the vehicle before reaching the school bus when there is in operation on the school bus a visual signal, and the driver shall not proceed until the school bus resumes motion or the visual signals are no longer activated.

2. The driver of a vehicle upon a highway with three or more marked traffic lanes need not stop upon meeting a school bus which is proceeding in the opposite direction and is stopped for the purpose of receiving or discharging school children.

3. The driver of a school bus shall actuate the visual signals only when the bus is stopped on the roadway for the purpose of receiving or discharging school children.

4. The driver of a school bus may stop completely off the roadway for the purpose of receiving or discharging school children only when the school children do not have to cross the roadway. The school bus driver shall actuate the hazard warning lamps before loading or unloading school children at such stops.

D. Overtaking or Meeting Private Carrier Bus and Duties of Bus Driver Requirements

1. The driver of a vehicle upon overtaking or meeting from either direction any private carrier bus which has stopped on the roadway for the purpose of receiving or discharging any passenger shall stop the vehicle before reaching the private carrier bus when there is in operation on said bus a visual signal and the driver shall not proceed until the bus resumes motion or the visual signals are no longer activated.

2. The driver of a vehicle upon a highway with three or more lanes need not stop upon meeting a private carrier bus which is proceeding in the opposite direction and is stopped for the purpose of receiving or discharging passengers.

3. The driver of a private carrier bus shall actuate the required visual signals only when the bus is stopped on the roadway for the purpose of receiving or discharging

passengers.

4. The driver of a private carrier bus may stop a private carrier bus completely off the roadway for the purpose of receiving or discharging passengers only when the passengers do not have to cross the roadway. The private carrier bus driver shall actuate the hazard warning lamps before loading or unloading passengers at such stops.

(Source: WOS 2010-011, October 14, 2010, Section L)

9.351 SPEED RESTRICTIONS

A. Violation

It shall be a violation for a person to drive a vehicle on a highway at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing.

B. Speed Limit Requirements

1. Except when a special hazard exists that requires lower speeds, the limits specified in this section or established as hereinafter authorized shall be maximum lawful speeds, and no person shall drive a vehicle on a highway at a speed in excess of the maximum limits.

a. Fifteen miles per hour in residential courts and on unpaved roads

b. Twenty-five miles per hour on paved streets;

c. Fifty-five miles per hour on state highways.

2. The driver of every vehicle shall drive at an appropriate reduced speed when approaching and crossing an intersection, when approaching and going around a curve, when approaching a hill crest, when traveling upon any narrow or winding roadway, and when special hazard exists with respect to pedestrians or other traffic or by reason of

weather or highway conditions.

C. Minimum Speed Regulation and Passing Slow-Moving Vehicle Requirements

No person shall drive a motor vehicle at such a slow speed as to impede the normal and reasonable movement of traffic except when reduced speed is necessary for safe operation or in compliance with law. A person following a vehicle driving at less than the legal maximum speed and desiring to pass the vehicle may exceed the speed limit on highways having only one lane of traffic in each direction, at only such a speed and for only such a distance as is necessary to complete the pass with a reasonable margin of safety.

D. Slow-Moving Vehicle to Pull Off Roadway Requirements

On a two-lane highway where passing is unsafe because of traffic in the opposite direction or other conditions, a slow moving vehicle, behind which five or more vehicles are formed in a line, shall turn off the roadway wherever sufficient area for a safe turn-out exists, in order to permit the vehicles following to proceed. As used in this section a slow moving vehicle is one which is proceeding at a rate of speed less than the normal flow of traffic at the particular time and place.

E. School and Playground Requirements

It is unlawful for the operator of any vehicle to operate the same at a speed in excess of twenty miles per hour upon a highway when passing any marked school or playground zone when the marked school or playground zone is fully posted with standard school speed limit signs or standard playground speed limit signs.

F. Due Care Requirements

Compliance with speed requirements of this Statute shall not relieve the operator of any vehicle from the further exercise of due care and caution as further circumstances shall require.

G. Vehicles with Solid or Hollow Cushion Tires Requirements

Except for vehicles equipped with temporary-use spare tires that meet federal standards, it

is unlawful to operate any vehicle equipped or partly equipped with solid rubber tires or hollow center cushion tires, or to operate any combination of vehicles any part of which is equipped or partly equipped with solid rubber tires or hollow center cushion tires, so long as solid rubber tires or hollow center cushion tires may be used under the provisions of this title, upon any public highway at a greater rate of speed than ten miles per hour, provided the temporary-use spare tires are installed and used in accordance with the manufacturer's instructions.

H. Special Speed Limitation on Motor-Driven Cycle Requirements

No person shall operate any motor-driven cycle during the time that lights are required at a speed greater than thirty-five miles per hour unless the motor-driven cycle is equipped with a head lamp or lamps which are adequate to reveal a person or vehicle at a distance of three hundred feet ahead.

I. Reckless Driving and Exceeding Speed Limit Requirements

1. No person shall operate any motor vehicle in a manner which causes damage to any person or property, or in a manner which endangers or is likely to endanger any person or property.

2. The unlawful operation of a vehicle in excess of the maximum lawful speeds provided in this Statute at the point of operation and under the circumstances described shall be prima facie evidence of the operation of a motor vehicle in a reckless manner.

(Source: WOS 2010-011, October 14, 2010, Section LI)

9.352 ALCOHOL

A. Violation

It is a violation to drink any alcoholic beverage in a motor vehicle when the vehicle is upon a highway or for a person to have in his or her possession while in a motor vehicle upon a highway, a bottle, can, or other receptacle containing an alcoholic beverage if the container has been opened or a seal broken or the contents partially removed.

B. Requirements

1. It is not a violation if the container is kept in the trunk of the vehicle or in some other area of the vehicle not normally occupied by the driver or passengers if the vehicle does not have a trunk. A utility compartment or glove compartment is deemed to be within the area occupied by the driver and passengers.

2. This section does not apply to a public conveyance that has been commercially chartered for group use or to the living quarters of a motor home or camper or, to any passenger for compensation in a for-hire vehicle licensed under city, county, or state law, or to a privately-owned vehicle operated by a person possessing a valid operator's license endorsed for the appropriate classification in the course of his usual employment transporting passengers at the employer's direction.

3. Nothing in this subsection shall be construed to authorize possession or consumption of an alcoholic beverage by the operator of any vehicle while upon a highway.

(Source: WOS 2010-011, October 14, 2010, Section LII)

9.353 OPERATING MOTOR VEHICLE IN A NEGLIGENT MANNER

A. Violation

It is a violation for any person to operate a motor vehicle in a negligent manner.

B. Requirements

1. For the purpose of this section to "operate in a negligent manner" means the operation of a vehicle in such a manner as to endanger or be likely to endanger any persons or property.

2. Any person operating a motor vehicle on private property with the consent of the owner in a manner consistent with the owner's consent shall not be guilty of negligent

driving.

3. The violation of operating a vehicle in a negligent manner is considered to be a lesser violation than, but included in, the violation of operating a vehicle in a reckless manner, and any person charged with operating a vehicle in a reckless manner may be found to have committed the lesser violation of operating a vehicle in a negligent manner.

(Source: WOS 2010-011, October 14, 2010, Section LIII)

9.354 ROADWAY CONSTRUCTION ZONES

A. Violation

It shall be a violation to drive a vehicle in a roadway construction zone at a speed greater than that allowed by traffic control devices.

B. Requirements

1. A roadway construction zone is an area where construction, repair, or maintenance work is being conducted by public employees or private contractors, on or adjacent to any public roadway.

2. A person found to have a violation relating to speed restrictions in a roadway construction zone shall be assessed a monetary penalty equal to twice the penalty normally assessed for the same violation. This penalty may not be waived, reduced, or suspended.

3. A person who drives a vehicle in a roadway construction zone in such a manner as to endanger or be likely to endanger any persons or property, or who removes, evades, or intentionally strikes a traffic safety or control device is guilty of reckless endangerment of roadway workers.

(Source: WOS 2010-011, October 14, 2010, Section LIV)

9.355 RACING OF VEHICLES ON HIGHWAYS AND RECKLESS DRIVING

A. Violation

It shall be a violation for a person or persons to race any motor vehicle or motor vehicles upon any public highway.

B. Requirement

Any person or persons who willfully compare or contest relative speeds by operation of one or more motor vehicles is guilty of racing, which shall constitute reckless driving, whether or not the speed is in excess of the maximum speed prescribed by law. Any comparison or contest of the accuracy with which motor vehicles may be operated in terms of relative speeds not in excess of the posted maximum speed does not constitute racing.

(Source: WOS 2010-011, October 14, 2010, Section LV)

9.356 STOPPING, STANDING, AND PARKING

A. Violation

It shall be a violation for any person to stop, park, or leave standing any vehicle, whether attended or unattended, upon the roadway if found in violation of this section.

B. Requirements

1. Any vehicle stopped, parked or left:

a. On the roadway side of any vehicle stopped or parked at the edge or curb of a street;

b. On a sidewalk or street planting strip;

c. Within an intersection;

d. On a crosswalk;

e. Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;

f. Upon any bridge or other elevated structure upon a highway;

g. At any place where official signs prohibit stopping.

2. Stand or park a vehicle, whether occupied or not, except momentarily to pick up or discharge a passenger or passengers:

a. In front of a public or private driveway or within five feet of the end of the curb radius leading thereto;

b. Within fifteen feet of a fire hydrant;

c. Within twenty feet of a crosswalk;

d. Within thirty feet upon the approach to any flashing signal, stop sign, yield sign, or traffic control signal located at the side of a roadway;

e. Within twenty feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within seventy-five feet of said entrance when properly posted; or

f. At any place where official signs prohibit standing.

3. Park a vehicle, whether occupied or not, except temporarily for the purpose of and while actually engaged in loading or unloading property or passengers at any place where official signs prohibit parking.

4. Parking or standing is permitted in the manner provided by law at all other places,

except a time limit may be imposed or parking restricted at other places, but the limitation and restriction shall be by Tribal Statute.

5. No person shall move a vehicle not lawfully under his or her control into any prohibited area or away from a curb such a distance as is unlawful.

6. It is unlawful for any person to reserve or attempt to reserve any portion of a highway for the purpose of stopping, standing, or parking to the exclusion of any other person, nor shall any person be granted such right.

7. The following exclusions apply:

a. The driver of any vehicle that is disabled in such manner and to such extent that it is impossible to avoid stopping and temporarily leaving the vehicle in such position. The driver shall nonetheless arrange for the prompt removal of the vehicle.

b. The driver of a public transit vehicle who temporarily stops the vehicle upon the roadway for the purpose of and while actually engaged in receiving or discharging passengers.

c. The driver of a solid waste collection company or recycling company vehicle who temporarily stops the vehicle as close as practical to the right edge of the right-hand shoulder of the roadway or right edge of the roadway if no shoulder exists for the purpose of and while actually engaged in the collection of solid waste or recyclables, or both.

C. Additional Requirements

1. Except as otherwise provided in this section, every vehicle stopped or parked upon a two-way roadway shall be so stopped or parked with the right-hand wheels parallel to and within twelve inches of the right-hand curb or as close as practicable to the right edge of the right- hand shoulder.

2. Every vehicle stopped or parked upon a one-way roadway shall be so stopped or

parked parallel to the curb or edge of the roadway, in the direction of authorized traffic movement, with its right-hand wheels within twelve inches of the right-hand curb or as close as practicable to the right edge of the right-hand shoulder, or with its left-hand wheels within twelve inches of the left-hand curb or as close as practicable to the left edge of the left-hand shoulder.

(Source: WOS 2010-011, October 14, 2010, Section LVI)

9.357 UNATTENDED MOTOR VEHICLE AND REMOVAL FROM HIGHWAY

A. Violation

It shall be a violation for the operator of a vehicle to leave the vehicle unattended within the limits of any highway unless the operator of the vehicle arranges for the prompt removal of the vehicle.

B. Requirements

No person driving or in charge of a motor vehicle shall permit it to stand unattended without first stopping the engine, locking the ignition, removing the key and effectively setting the brake and, when standing upon any perceptible grade, turning the front wheels to the curb or side of the highway.

(Source: WOS 2010-011, October 14, 2010, Section LVII)

9.358 LIMITATIONS ON BACKING

It shall be a violation for any driver of a vehicle to back up unless the movement can be made safely and without interfering with other traffic.

(Source: WOS 2010-011, October 14, 2010, Section LVIII)

9.359 DRIVING ON SIDEWALK PROHIBITED

It shall be a violation for any person to drive any motor vehicle upon a sidewalk or sidewalk area except upon a permanent or duly authorized temporary driveway.

(Source: WOS 2010-011, October 14, 2010, Section LIX)

9.360 OPERATING MOTORCYCLES ON ROADWAYS

A. Violation and Requirements

Motorcycles are entitled to full use of a lane and no motor vehicle shall be driven in such a manner as to deprive any motorcycle of the full use of a lane. It shall be a violation for the following actions:

1. The operator of a motorcycle shall not overtake and pass in the same lane occupied by the vehicle being overtaken.

2. No person shall operate a motorcycle between lanes of traffic or between adjacent lines or rows of vehicles.

3. Motorcycles shall not be operated more than two abreast in a single lane.

4. Subsections (b) and (c) of this section shall not apply to police officers in the performance of their official duties.

(Source: WOS 2010-011, October 14, 2010, Section LX)

9.361 RIDING ON MOTORCYCLES

A. Violation

It shall be a violation for a person operating a motorcycle to carry any other person, or for any other person to ride on a motorcycle, unless the motorcycle meets the following requirements

B. Requirements

1. Is designed to carry more than one person, in which event a passenger may ride upon the permanent and regular seat if designed for two persons, or upon another seat firmly attached to the motorcycle at the rear or side of the operator.

2. The motorcycle must contain foot pegs, of an approved type, for each person the motorcycle is designed to carry.

(Source: WOS 2010-011, October 14, 2010, Section LXI)

9.362 MOTORCYCLES ADDITIONAL VIOLATIONS

A. It shall be a violation for a person to operate on a public highway a motorcycle in which the handlebars or grips are more than fifteen inches higher than the seat or saddle for the operator.

B. It shall be a violation for a person to ride a motorcycle in a position where both feet are placed on the same side of the motorcycle.

C. It shall be a violation for a person to ride upon a motorcycle and to attach their self or the motorcycle to any other vehicle on a roadway.

(Source: WOS 2010-011, October 14, 2010, Section LXII)

9.363 THROWING DANGEROUS MATERIALS ON HIGHWAY PROHIBITED

It shall be a violation for the following:

A. No person shall throw or deposit upon any highway any glass bottle, glass, nails, tacks, wire, cans or any other substance likely to injure any person, animal or vehicle upon the highway.

B. Any person who drops, or permits to be dropped or thrown, upon any highway any destructive or injurious material shall immediately remove the same or cause it to be removed.

C. Any person removing a wrecked or damaged vehicle from a highway shall remove any

glass or other injurious substance dropped upon the highway from the vehicle.

(Source: WOS 2010-011, October 14, 2010, Section LXIII)

9.364 DROPPING LOAD, OTHER MATERIALS AND REQUIREMENTS

A. Violation

1. It is a violation for any person to transport any living animal on the running board, fenders, hood, or other outside part of any vehicle unless a suitable harness, cage or enclosure is provided and so attached as to protect the animal from falling or being thrown.

2. It is a violation for any person to transport any persons upon the running board, fenders, hood or other outside part of any vehicle, except that this provision shall not apply to authorized emergency vehicles.

3. It shall be a violation for a vehicle to be driven or moved on any public highway unless the vehicle is so constructed or loaded as to prevent any of its load from dropping, sifting, leaking, or otherwise escaping, except that sand may be dropped for the purpose of securing traction and shall meet the following requirements.

B. Requirements

1. Any person operating a vehicle from which any glass or objects have fallen or escaped, which would constitute an obstruction or injure a vehicle or otherwise endanger travel upon a public highway shall immediately cause the public highway to be cleaned of all the glass or objects and shall pay any costs associated.

2. No person may operate on any public highway any vehicle with any load unless the load and the covering as required by subsection (c) of this section are securely fastened to prevent the covering or load from becoming loose, detached, or in any manner a hazard to other users of the highway.

(a) Any vehicle operating on a paved public highway with a load of dirt, sand,

or gravel susceptible to being dropped, spilled, leaked, or otherwise escaping is covered so as to prevent spillage. Covering of such loads is not required if six inches of freeboard is maintained within the bed.

(b) Any vehicle with deposits of mud, rocks, or other debris on the vehicle's body, fenders, frame, undercarriage, wheels, or tires shall be cleaned of such material before the operation of the vehicle on a paved public highway.

(c) Nothing in this section may be construed to prohibit a public maintenance vehicle from dropping sand on a highway to enhance traction, or sprinkling water or other substances to clean or maintain a highway.

(Source: WOS 2010-011, October 14, 2010, Section LXIV)

9.365 MOTOR VEHICLE ADDITIONAL VIOLATIONS

A. No person shall drive a vehicle when it is so loaded, or when there are in the front seat such a number of persons, exceeding three, as to obstruct the view of the driver to the front or sides of the vehicle or as to interfere with the driver's control over the driving mechanism of the vehicle.

B. No passenger in a vehicle shall ride in such position as to interfere with the driver's view ahead or to the sides, or to interfere with his control over the driving mechanism of the vehicle.

C. No person shall open the door of a motor vehicle on the side adjacent to moving traffic unless and until it is reasonably safe to do so, and can be done without interfering with the movement of other traffic, nor shall any person leave a door open on the side of a vehicle adjacent to moving traffic for a period of time longer than necessary to load or unload passengers.

D. No person or persons shall occupy any trailer while it is being moved upon a public highway, except a person occupying a proper position for steering a trailer designed to be steered from a rear-end position.

E. The driver of any motor vehicle when traveling upon a down grade shall not coast with the gears of the vehicle in neutral.

F. The driver of a commercial motor vehicle when traveling upon a down grade shall not coast with the clutch disengaged.

G. The driver of any vehicle other than one on official business shall not follow any fire apparatus traveling in response to a fire alarm closer than five hundred feet or stop the vehicle within five hundred feet of any fire apparatus stopped in answer to a fire alarm.

H. No vehicle shall be driven over any unprotected hose of a fire department when laid down on any street, or private driveway, to be used at any fire or alarm of fire, without the consent of the fire department official in command.

I. It is unlawful for any person to operate a motor vehicle upon the highways when the person has in his or her embrace another person which prevents the free and unhampered operation of the vehicle.

J. It is unlawful to operate or drive any vehicle or combination of vehicles over or along any pavement or gravel or crushed rock surface on a public highway with one, two, or all of the wheels off the roadway, except for the purpose of stopping off the roadway, or having stopped, for proceeding back onto the pavement, gravel or crushed rock surface.

K. It is unlawful to operate any passenger motor vehicle which has been modified from the original design so that any portion of the passenger vehicle other than the wheels has less clearance from the surface of a level roadway than the clearance between the roadway and the lowermost portion of any rim of any wheel the tire on which is in contact with the roadway.

(Source: WOS 2010-011, October 14, 2010, Section LXV)

9.366 CHILD RESTRICTIONS AND REQUIRMENTS

A. Leaving Children Unattended

It is a violation for any person, while operating or in charge of a vehicle, to park or willfully allow the vehicle to stand upon a public highway or in a public place with its motor running,

leaving a minor child or children under the age of sixteen years unattended in the vehicle.

B. Child Passenger Restraint Required

1. Whenever a child who is less than ten years of age is being transported in a motor vehicle that is in operation and that is required to be equipped with a safety belt system in a passenger seating position, the driver of the vehicle shall keep the child properly restrained as follows:

a. If the child is less than three years of age, the child is properly restrained in a child restraint system that complies with standards of the United States Department of Transportation and that is secured in the vehicle in accordance with instructions of the manufacturer of the child restraint system;

b. If the child is less than ten but at least three years of age, the child shall be restrained either as specified in (1) of this subsection or with a safety belt properly adjusted and fastened around the child's body.

3. This section does not apply to hire vehicles, or vehicles designed to transport sixteen or less passengers, including the driver, operated by auto transportation companies, and vehicles providing customer shuttle service between parking, convention, and hotel facilities, and airport terminals.

(Source: WOS 2010-011, October 14, 2010, Section LXVI)

9.367 SAFETY BELTS, USE REQUIRED

A. Definitions

For the purposes of this section, the term "motor vehicle" includes:

1. "Buses," meaning motor vehicles with motive power, except trailers, designed to carry more than ten passengers;

2. "Multipurpose passenger vehicles," meaning motor vehicles with motive power, except trailers, designed to carry ten persons or less that are constructed either on a truck chassis or with special features for occasional off-road operation;

3. "Passenger cars," meaning motor vehicles with motive power, except multipurpose passenger vehicles, motorcycles, or trailers, designed for carrying ten passengers or less; and

4. "Trucks," meaning motor vehicles with motive power, except trailers, designed primarily for the transportation of property.

B. Violations

1. It shall be a violation for the following:

a. Every person sixteen years of age or older operating or riding in a motor vehicle shall wear the safety belt assembly in a properly adjusted and securely fastened manner.

b. No person may operate a motor vehicle unless all passengers under the age of sixteen years are either wearing a safety belt assembly or are securely fastened into an approved child restraint device.

C. Requirements

1. This section only applies to motor vehicles that meet the manual seat belt safety standards as set forth in federal motor vehicle safety standard 208. This section does not apply to a vehicle occupant for whom no safety belt is available when all designated seating positions as required by federal motor vehicle safety standard 208 are occupied.

2. This section does not apply to an operator or passenger who possesses written verification from a licensed physician that the operator or passenger is unable to wear a safety belt for physical or medical reasons.

(Source: WOS 2010-011, October 14, 2010, Section LXVII)

9.368 MOPEDS GENERAL REQUIREMENTS AND OPERATION

A. Violation

1. It shall be a violation to operate a moped on a public roadway that is not equipped with the following requirements.

2. Notwithstanding any other provision of law, a moped may not be operated on a bicycle path or trail, bikeway, equestrian trail, or hiking or recreational trail.

B. Requirements

1. Removal of any muffling device or pollution control device from a moped is unlawful.

2. Mopeds shall comply with those federal motor vehicle safety standards established under the national traffic vehicle safety act of 1966 (15 U.S.C. Sec. 1381, et. seq.) which are applicable to a motor-driven cycle, as that term is defined in such federal standards.

(Source: WOS 2010-011, October 14, 2010, Section LXVIII)

9.369 WHEELCHAIR CONVEYANCES

It shall be a violation for the following:

A. No person may operate a wheelchair conveyance on any public roadway with a posted speed limit in excess of thirty-five miles per hour.

B. No person other than a wheelchair-bound person may operate a wheelchair conveyance on a public roadway.

C. Every wheelchair-bound person operating a wheelchair conveyance upon a roadway shall

be granted all the rights and is subject to all the duties applicable to the driver of a vehicle by this Statute, except those provisions that by their nature can have no application.

(Source: WOS 2010-011, October 14, 2010, Section LXIX)

9.370 OPERATION OF NON-MOTORIZED VEHICLES

A. General

It shall be a violation for a person operating a bicycle upon any highway or upon any bicycle path that does not follow the requirements, subject to those exceptions stated herein.

B. Requirements

1. Every person riding a bicycle upon a roadway shall be granted all of the rights and is subject to all of the duties applicable to the driver of a vehicle by this Statute, except as to those provisions of this Statute which by their nature can have no application.

2. All hand signals required of persons operating bicycles shall be given in the following manner:

a. Left turn: Left hand and arm extended horizontally beyond the side of the bicycle;

b. Right turn: Left hand and arm extended upward beyond the side of the bicycle, or right hand and arm extended horizontally to the right side of the bicycle;

c. Stop or Decrease Speed: Left hand and arm extended downward beyond the side of the bicycle. The hand signals required by this section shall be given before initiation of a turn.

3. A person propelling a bicycle shall not ride other than upon or astride a permanent and regular attached seat.

4. No bicycle shall be used to carry more persons at one time than the number for which it is designed and equipped.

5. No person riding upon any bicycle, coaster, roller skates, sled or toy vehicle shall attach the same or their self to any vehicle upon a roadway.

6. Every person operating a bicycle upon a roadway at a rate of speed less than the normal flow of traffic at the particular time and place shall ride as near to the right side of the right through lane as is safe except as may be appropriate while preparing to make or while making turning movements, or while overtaking and passing another bicycle or vehicle proceeding in the same direction. A person operating a bicycle upon a roadway may use the shoulder of the roadway or any specially designated bicycle lane if one exists.

7. Persons riding bicycles upon a roadway shall not ride more than two abreast except on paths or parts of roadways set aside for the exclusive use of bicycles.

8. No person operating a bicycle shall carry any package, bundle or article which prevents the driver from keeping at least one hand upon the handle bars.

9. Every bicycle when in use during the time that lights are required shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least five hundred feet to the front and with a red reflector on the rear which shall be visible from all distances from one hundred feet to six hundred feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle. A lamp emitting a red light visible from a distance of five hundred feet to the rear may be used in addition to the red reflector.

10. Every bicycle shall be equipped with a brake which will enable the operator to make the braked wheels to stop on dry, level, clean pavement.

(Source: WOS 2010-011, October 14, 2010, Section LXX)

9.371 AUTHORITY FOR ISSUANCE OF A TRAFFIC VIOLATION CITATION

A. A law enforcement officer has the authority to issue a notice of traffic violation citation:

1. When the violation is committed in the officer's presence;

2. When the officer is acting upon the request of a law enforcement officer in whose presence the traffic violation was committed; or

3. If an officer investigating at the scene of a motor vehicle accident has reasonable cause to believe that the driver of a motor vehicle involved in the accident has committed a traffic violation.

B. The Tribal court may issue a notice of traffic violation citation upon receipt of a written statement of the officer that there is reasonable cause to believe that a traffic violation was committed.

C. If any motor vehicle without a driver is found parked, standing, or stopped in violation of this title, the officer finding the vehicle shall take its registration number and may take any other information displayed on the vehicle which may identify its user, and shall conspicuously affix to the vehicle a notice of traffic violation citation.

(Source: WOS 2010-011, October 14, 2010, Section LXXI)

9.372 TRIBAL COURT JURISDICTION

All violations of this Statute designated as a traffic violations may be heard and determined by the Tribal Court.

(Source: WOS 2010-011, October 14, 2010, Section LXXII)

9.373 DETERMINATION OF A TRAFFIC VIOLATION

A. A notice of traffic violation citation represents a determination that a violation has been committed. The determination will be final unless contested as provided in this Statute.

B. The form for the notice of traffic violation citation shall include the following:

1. A statement that the notice represents a determination that a traffic violation has been committed by the person named in the notice and that the determination is final unless contested as provided in this Statute;

2. A statement that a traffic violation is a noncriminal offense for which imprisonment may not be imposed as a sanction;

3. A statement of the specific traffic violation for which the notice was issued;

4. A statement of the monetary penalty established for the traffic violation;

5. A statement of the options provided in this Statute for responding to the notice and the procedures necessary to exercise these options;

6. A statement that at any hearing to contest the determination the Tribe has the burden of proving, by a preponderance of the evidence, that the violation was committed; and that the person may subpoena witnesses including the officer who issued the notice of violation;

7. A statement that at any hearing requested for the purpose of explaining mitigating circumstances surrounding the commission of the violation the person will be deemed to have committed the violation and may not subpoena witnesses;

8. A statement that the person must respond to the notice as provided in this Statute within fifteen days or the failure to pay may incur additional costs and penalties;

9. A statement that failure to appear at a hearing requested for the purpose of contesting the determination or for the purpose of explaining mitigating circumstances may result in additional costs and penalties;

10. A statement, which the person shall sign, that the person promises to respond to the notice of violation in one of the ways provided in this Statute.

(Source: WOS 2010-011, October 14, 2010, Section LXXIII)

9.374 RESPONSE TO NOTICE, CONTESTING DETERMINATION, HEARING AND FAILURE TO RESPOND OR APPEAR

A. Any person who receives a notice of traffic violation citation shall respond to the notice as provided in this section within fifteen days of the date of the notice.

B. If the person determined to have committed the violation does not contest the determination the person shall respond by completing the appropriate portion of the notice of violation and submitting it, either by mail or in person, to the Tribal Court specified on the notice. A check or money order in the amount of the penalty prescribed for the violation must be submitted with the response. When a response which does not contest the determination is received, an appropriate order is entered in the court's records.

C. If the person determined to have committed the violation wishes to contest the determination the person shall respond by completing the portion of the notice of violation requesting a hearing and submitting it, either by mail or in person, to the Tribal Court specified on the notice. The court shall notify the person in writing of the time, place, and date of the hearing, and that date shall not be sooner than seven days from the date of the notice, except by agreement.

D. If the person determined to have committed the violation does not contest the determination but wishes to explain mitigating circumstances surrounding the violation, the person shall respond by completing the portion of the notice of violation requesting a hearing for that purpose and submitting it, either by mail or in person, to the Tribal Court specified on the notice. The court shall notify the person in writing of the time, place, and date of the hearing.

E. If any person issued a notice of traffic violation citation:

1. Fails to respond to the notice of traffic violation as provided in this section; or

2. Fails to appear at a hearing requested pursuant to this section; the court shall enter an appropriate order assessing the monetary penalty prescribed for the traffic violation and may assess additional costs and penalties.

(Source: WOS 2010-011, October 14, 2010, Section LXXIV)

9.375 HEARINGS, RULES OF PROCEDURE AND COUNSEL

A. Any person subject to proceedings under this Statute may be represented by counsel at their own expense.

B. An attorney representing the Tribe may appear in any proceedings under this Statute but need not appear, notwithstanding any Statute or rule of court to the contrary.

(Source: WOS 2010-011, October 14, 2010, Section LXXV)

9.376 HEARINGS FOR CONTESTING DETERMINATION OF VIOLATION

A. A hearing held for the purpose of contesting the determination that a violation has been committed shall be without a jury.

B. The court may consider the notice of traffic violation citation and any other written report made under oath submitted by the officer who issued the notice or whose written statement was the basis for the issuance of the notice in lieu of the officer's personal appearance at the hearing.

C. The person named in the notice may subpoena witnesses, including the officer, and has the right to present evidence and examine witnesses present in court.

D. The burden of proof is upon the Tribe to establish the commission of the violation by a preponderance of the evidence.

E. After consideration of the evidence and argument, the court shall determine whether the violation was committed. Where it has not been established that the violation was committed, an

order dismissing the notice shall be entered in the court's records. Where it has been established that the violation was committed, an appropriate order shall be entered in the court's records.

(Source: WOS 2010-011, October 14, 2010, Section LXXVI)

9.377 HEARINGS FOR EXPLANATION OF MITIGATING CIRCUMSTANCES

A. A hearing held for the purpose of allowing a person to explain mitigating circumstances surrounding the commission of a violation is an informal proceeding. The person may not subpoena witnesses. The determination that an violation has been committed may not be contested at a hearing held for the purpose of explaining mitigating circumstances.

B. After the court has heard the explanation of the circumstances surrounding the commission of the violation an appropriate order shall be entered in the court's records.

C. There may be no appeal from the court's determination or order.

(Source: WOS 2010-011, October 14, 2010, Section LXXVII)

9.378 MONETARY PENALTIES

A. A person found to have committed a traffic violation shall be assessed a monetary penalty. No penalty may exceed two hundred and fifty dollars for each offense unless authorized by this Statute or title.

B. The Tribal Court shall prescribe by rule a schedule of monetary penalties for designated traffic violations. This rule shall also specify the conditions under which the Tribal Court may exercise discretion in assessing costs and penalties for traffic violations.

C. The schedule shall be reviewed every two years to adjust for inflation.

D. Whenever a monetary penalty is imposed by a court under this Statute it is immediately payable. If the person is unable to pay at that time the court may, in its discretion, grant an extension of the period in which the penalty may be paid. If the penalty is not paid on or before

the time established for payment the court shall notify a collection agency of the failure to pay the penalty, and the collection agency shall process the failure to pay as a bad debt.

(Source: WOS 2010-011, October 14, 2010, Section LXXVIII)

9.379 ORDER OF COURT, CIVIL NATURE

A. An order entered after the receipt of a response which does not contest the determination, or after it has been established at a hearing that the violation was committed, or after a hearing for the purpose of explaining mitigating circumstances is civil in nature.

B. The court may include in the order the imposition of any cost and/or penalties authorized by the provisions of this Statute for the commission of a violation. The court may, in its discretion, waive, reduce, or suspend the monetary penalty prescribed for the violation.

C. At the person's request the court may order performance of a number of hours of community service in lieu of a monetary penalty, at the rate set by the Tribal Court.

(Source: WOS 2010-011, October 14, 2010, Section LXXIX)

9.380 PRESUMPTION REGARDING STOPPED, STANDING, OR PARKED VEHICLES

In any traffic violation citation case involving a violation relating to the stopping, standing, or parking of a vehicle, proof that the particular vehicle described in the notice of traffic violation was stopping, standing, or parking in violation of any provision of this title or an equivalent resolution, together with proof that the person named in the notice of traffic violation was at the time of the violation the registered owner of the vehicle, shall constitute in evidence a prima facie presumption that the registered owner of the vehicle was the person who parked or placed the vehicle at the point where, and for the time during which, the violation occurred.

(Source: WOS 2010-011, October 14, 2010, Section LXXXI)

9.381 ATTORNEY FEES

No attorney fees may be awarded to either party in a traffic violation case.

(Source: WOS 2010-011, October 14, 2010, Section LXXXI)

9.382. CITATION RETENTION REQUIREMENTS

A. The Department shall provide in appropriate form traffic violation citations containing notices to appear which shall be issued in books with citations in quadruplicate and meeting the requirements of this section.

B. The Department is responsible for the issuance of the books and shall maintain a record of every book and each violation citation contained therein issued to individual members of the department and shall require and retain a receipt for every book so issued.

C. Every enforcement officer upon issuing a violation citation to an alleged violator of any provision of this Statute shall deposit the original or a copy of the traffic citation with the Tribal court.

D. Upon the deposit of the original or a copy of the violation citation with the court, this original or copy of the violation citation may be disposed of only by the court.

E. The Department shall require the return of every traffic citation issued by an officer under and of all copies of every traffic citation which has been spoiled or upon which any entry has been made and not issued to an alleged violator.

F. The Department shall also maintain or cause to be maintained in connection with every traffic violation citation issued by an officer a record of the disposition of the charge by the court in which the original or copy of the traffic citation was deposited.

(Source: WOS 2010-011, October 14, 2010, Section LXXXII)

9.383 SAVINGS CLAUSE

In the event that any section, subsection or phrase of this Statute is found by a court of competent jurisdiction to violate the Constitution or laws of the Little Traverse Bay Bands of Odawa Indians, such part shall be considered to stand alone and to be deleted from this Statute, the entirety of the balance of the Statute to remain in full and binding force and effect so long as the overall intent of the Statute remains intact.

(Source: WOS 2010-011, October 14, 2010, Section LXXXIII)

9.384 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the Statute, then upon Tribal Council override of the veto.

(Source: WOS 2010-011, October 14, 2010, Section LXXXIV)

Chapter 4. Check, Draft or Order for Payment of Money

9.401 PURPOSE

The purpose of this Statute is to protect the financial resources for The Little Traverse Bay Bands of Odawa Indians through the imposition of imprisonment and/or fines on any person who issues a check, draft, or order for payment of money to The Little Traverse Bay Bands of Odawa Indians, a department of The Little Traverse Bay Bands of Odawa Indians, or any enterprise that is owned by The Little Traverse Bay Bands of Odawa Indians, that is returned unpaid from the issuer's financial institution.

(Source: WOS 2004-05, September 26, 2004, Section I)

9.402 DEFINITIONS

A. The word "**credit**" as used herein, shall mean an arrangement or understanding with the bank or depository, for the payment of such check, draft, or order, in full, upon the presentation

thereof for payment.

B. "**Imprisonment**" means confinement in a jail or other facility, or community service as may be ordered by the Court.

(Source: WOS 2004-05, September 26, 2004, Section II)

9.403 APPLICABILITY

This Statute applies to all persons that fall under the jurisdiction of The Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2004-05, September 26, 2004, Section III)

9.404 CHECK, DRAFT, OR ORDER FOR PAYMENT OF MONEY; MAKING, DRAWING, UTTERING, OR DELIVERING WITHOUT SUFFICIENT FUNDS WITH INTENT TO DEFRAUD; VIOLATION, PENALTIES

The following provisions shall apply to all checks, drafts, or orders for payment of money within the jurisdiction of The Little Traverse Bay Bands of Odawa Indians:

A. A person shall not make, draw, utter, or deliver any check, draft, or order for the payment of money, to apply on account or otherwise, upon any bank or other depository with intent to defraud and knowing at the time of the making, drawing, uttering, or delivering that the maker or drawer does not have sufficient funds in or credit with the bank or other depository to pay the check, draft, or order in full upon its presentation.

B. A person shall not make, draw, utter, or deliver any check, draft, or order for the payment of money, to apply on account or otherwise, upon any bank or other depository with intent to defraud if the person does not have sufficient funds for the payment of the check, draft, or order when presentation for payment is made to the drawee. This subsection does not apply if the lack of funds is due to garnishment, attachment, levy, or other lawful cause and that fact was not known to the person when the person made, drew, uttered, or delivered the check, draft, or order.

C. A person who violates this section is guilty of a crime as follows:

1. If the amount payable in the check, draft, or order is less than $100.00, as follows:

a. For a first offense, a misdemeanor punishable by imprisonment for not more than thirty (30) days or a fine of not more than $500.00, or both.

b. For an offense following one (1) or more prior convictions under this section or a local ordinance substantially corresponding to this section, a misdemeanor punishable by imprisonment for not more than six (6) months or a fine of not more than $1,000.00, or both.

2. If the amount payable in the check, draft, or order is $100.00 or more but less than $500.00, as follows:

a. For a first or second offense, a misdemeanor punishable by imprisonment for not more than six (6) months or a fine of not more than $1,000.00 or three (3) times the amount payable, whichever is greater, or both imprisonment and a fine.

b. For an offense following two (2) or more prior convictions under this section, a felony punishable by imprisonment for not more than one (1) year or a fine of not more than $2,000.00, or both. For purposes of this subparagraph, however, a prior conviction does not include a conviction for a violation or attempted violation of subsection IV(C)(1).

3. If the amount payable in the check, draft, or order is $500.00 or more, a felony punishable by imprisonment for not more than one (1) year or a fine of not more than $2,000.00 or three (3) times the amount payable, whichever is greater up to $5,000.00, or both imprisonment and a fine.

D. If the prosecuting attorney intends to seek an enhanced sentence based upon the defendant having one (1) or more prior convictions, the prosecuting attorney shall include in the complaint and information a statement listing the prior conviction or convictions. The existence of the defendant's prior conviction or convictions shall be determined by the court, without a

jury, at sentencing or at a separate hearing for that purpose before sentencing. The existence of a prior conviction may be established by any evidence relevant for that purpose, including, but not limited to, one (1) or more of the following:

1. A copy of the judgment of conviction.

2. A transcript of a prior trial, plea-taking, or sentencing.

3. Information contained in a pre-sentence report.

4. The defendant's statement.

E. A person shall not, with intent to defraud, make, draw, utter, or deliver any check, draft, or order for payment of money, to apply on an account or otherwise, upon any bank or other depository, it at the time of making, drawing, uttering, or delivering the check, draft, or order he or she does not have an account in or credit with the bank or other depository for the payment of the check, draft, or order upon presentation. A person who violates this section is guilty of a felony, punishable by imprisonment for not more than one (1) year, or by a fine of not more than $500.00, or both.

F. A person shall not, with intent to defraud, make, utter, or deliver, within a period of not more than ten (10) days, three (3) or more checks, drafts, or orders for the payment of money, to apply on account or otherwise, upon any bank or other depository, knowing at the time of making, drawing, uttering, or delivering each of the checks, drafts, or orders that the maker or drawer does not have sufficient funds or credit with the bank or other depository for the payment of the check, draft, or order in full upon its presentation. A person who violates this section is guilty of a felony, punishable by imprisonment for not more than one (1) year, or by a fine of not more than $500.00, or both.

G. Evidence of intent to defraud, etc. – As against the maker or drawer thereof, the making, drawing, uttering or delivering of a check, draft, or order, payment of which is refused by the drawee, when presented in the usual course of business, shall be prima facie evidence of intent to defraud and of knowledge of insufficient funds in or credit with such bank or other depository, provided such maker or drawer shall not have paid the drawee thereof the amount due thereon,

together with all costs and protest fees, within five (5) days after receiving notice that such check, draft or order has not been paid by the drawee.

H. Notice of protest as evidence of intent to defraud, etc. – Where such check, draft, or order is protested, on the ground of insufficiency of funds or credit, the notice of protest thereof shall be admissible proof of presentation, non-payment and protest, and shall be prima facie evidence of intent to defraud, and of knowledge of insufficient funds or credit with such bank or other depository.

(Source: WOS 2004-05, September 26, 2004, Section IV)

9.405 SAVINGS CLAUSE

In the event that any phrase, part, provision, paragraph, subsection or section of this Statute is found by a court of competent jurisdiction to violate the Constitution or laws of The Little Traverse Bay Bands of Odawa Indians, such phrase, part, provision, paragraph, subsection or section shall be considered to stand alone and be deleted from this Statute, the entirety of the balance of the Statute to remain in full and binding force and effect.

(Source: WOS 2004-05, September 26, 2004, Section V)

9.406 EFFECTIVE DATE

This Statute shall take effect thirty (30) days after enactment by Tribal Council [September 26, 2004].

(Source: WOS 2004-05, September 26, 2004, Section VI)

Chapter 5. Felony Defined

9.501 PURPOSE

This Statute is hereby enacted to define a felony.

(Source: WOS 2005-13, October 9, 2005, Section I)

9.502 DEFINITIONS

A. The "**Tribe**" shall mean the Little Traverse Bay Bands of Odawa Indians.

B. "**Misdemeanor**" means a crime that is less serious than a felony and is usually punishable by fine, penalty, forfeiture, or confinement in a place other than prison (such as county jail).

(Source: WOS 2005-13, October 9, 2005, Section II)

9.503 CONSTITUTION MANDATE TO DEFINE A FELONY

Within the jurisdiction of the Tribe a person shall be considered guilty of a felony if they have been convicted in a court of competent jurisdiction of:

A. A crime defined by the Tribe's criminal code as a felony or;

B. Rape or;

C. Sexual assault against an individual who has not attained the age of 16 years or;

D. Any other crime that is listed by the Major Crimes Act, Title 18, United States Code, Section 1153 paragraph A. "(a) Any Indian who commits against the person or property of another Indian or other person any of the following offenses, namely, murder, manslaughter, kidnapping, maiming, a felony under chapter 109A, incest, assault with intent to commit murder, assault with a dangerous weapon, assault resulting in serious bodily injury (as defined in section 1365 of this title), an assault against an individual who has not attained the age of 16 years, arson, burglary, robbery, and a felony under section 661 of this title within the Indian country, shall be subject to the same law and penalties as all other persons committing any of the above offenses, within the exclusive jurisdiction of the United States."

Convictions of crimes in jurisdictions other than the Tribe of lesser degree than listed in Section

(D) above shall be considered a Misdemeanor within the jurisdiction of the Tribe regardless of classification in the jurisdiction of the conviction.

(Source: WOS 2005-13, October 9, 2005, Section III)

9.504 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2005-13, October 9, 2005, Section IV)

9.505 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval which ever comes first.

(Source: WOS 2005-13, October 9, 2005, Section V)

Chapter 6. Victims' Rights

9.601 SHORT TITLE

This Statute may be cited as the "Victims' Rights Statute."

(Source: WOS 2015-005, March 6, 2015, Section I)

9.602 PURPOSE

The purpose of this Statute is to protect the rights of crime victims. This Statute repeals and replaces the "Victims' Rights Act," WOTCL 9.600.

(Source: WOS 2015-005, March 6, 2015, Section II)

9.603 JURISDICTION

This Statute applies to victims, as defined in this Statute, of crimes under the laws of LTBB.

(Source: WOS 2015-005, March 6, 2015, Section III)

9.604 DEFINITIONS

A. **"Court"** means the Little Traverse Bay Bands of Odawa Indians Tribal Court.

B. **"Crime"** means a violation of the laws of the Little Traverse Bay Bands of Odawa Indians for which the offender, upon conviction, may be punished by imprisonment or fine.

C. **"Defendant"** means a person charged with having committed a crime against a victim.

D. **"Final disposition"** means the ultimate termination of the criminal prosecution of a defendant including, but not limited to, dismissal, acquittal or imposition of a sentence by the Court.

E. **"LTBB or Tribe"** means the Little Traverse Bay Bands of Odawa Indians.

F. **"Prisoner"** means a person who has been convicted and sentenced to imprisonment for having committed a crime against a victim.

G. **"Prosecutor"** means the Little Traverse Bay Bands of Odawa Indians Tribal Prosecutor.

H. **"Victim"** means any of the following:

1. Any individual who suffers direct or threatened physical, financial or emotional harm as a result of the commission of a crime;

2. A parent, guardian or custodian of a victim who is less than eighteen (18) years of age if the parent, guardian or custodian so chooses; or

3. A parent, guardian or custodian of a victim who is so mentally incapacitated that he or she cannot meaningfully understand or participate in the legal process.

4. If a victim is physically unable to exercise the rights under this Statute, the victim may designate his or her spouse or a child of fifteen (15) years of age or older, parent, sibling, grandparent or legal representative of the victim to act in place of the victim during the duration of the physical disability.

(Source: WOS 2015-005, March 6, 2015, Section IV)

9.605 RIGHTS OF CRIME VICTIMS

All crime victims have the following rights:

A. Right to be Protected. The following measures may be taken to protect victims as necessary and appropriate:

1. Have police escorts to and from court;

2. Have secure waiting areas separate from those of the accused and his or her family, witness and friend during court proceedings;

3. Have bail denied or have specific conditions imposed on bail release such as protective orders for defendants who are found to present a danger to the community, the victims, or witnesses;

4. Have the victim's address, place of employment, and other personal identification information kept confidential based upon the victim's reasonable apprehension of acts or threats of physical violence or intimidation by the defendant or at the defendant's direction against the victim or the victim's immediate family; and

5. Have any other action taken that is necessary to protect the victim from the accused.

B. Right to Notice. The right to reasonable, accurate, and timely notice of the victim's rights and any public court proceeding, or any parole proceeding, involving the crime or any release or escape of the accused and the right not to be excluded from any public court proceeding.

1. Initial Notice. Within twenty four (24) hours after the initial contact between the victim of a reported crime and law enforcement having the responsibility of investigating that crime, law enforcement must give the victim information about the availability of emergency and medical services and the rights of the victim.

2. Notice of Charges. The right to be notified immediately, if the Prosecutor chooses not to file charges against the Defendant or drops charges being held against the Defendant.

3. Notice of Release.

a. Within twenty four (24) hours after the arraignment of the defendant for a crime, the prosecutor must give the victim notice of whether the defendant is eligible for pretrial release and notice if the defendant is released from custody by bond or otherwise.

b. The Prosecutor may move that the bond or personal recognizance of a defendant be revoked where the victim's statement or affidavit asserts acts or threats of physical violence or intimidation by the defendant or at the defendant's direction against the victim or the victim's immediate family.

3. Notice of Trial Process. Within seven (7) days after the arraignment of the defendant for a crime, the Prosecutor must give the victim a written notice in plain English of each of the following:

a. A brief statement of the procedural steps in the processing of a criminal case;

b. Suggested procedures if the victim is subjected to threats or intimidation;

and

c. The appropriate person to contact for further information.

5. Notice of Sentencing.

a. Upon request of the victim, the victim must be given notice of the following:

i. The defendant's conviction;

ii. The crimes for which the defendant was convicted;

iii. The victim's right to make a written or oral impact statement for use in the preparation of a pre-sentence investigation report concerning the defendant;

iv. The address and telephone number of the probation office, if any, which is to prepare the pre-sentence investigation report;

v. That a pre-sentence investigation report and any statement of the victim included in the report will be made available to the defendant unless exempted from disclosure by the Court;

vi. The victim's right to make an impact statement at sentencing;

vii. The time and place of the sentencing proceeding

b. The notice given by the Prosecutor to the victim must be given by any means reasonably calculated to give prompt and actual notice.

6. **Notice of Appeal.**

a. Upon request of the victim, the Court must notify the victim of the following:

i. That the defendant has filed an appeal of his or her conviction;

ii. A brief explanation in plain English of the appeal process, including the possible dispositions;

iii. Whether the defendant has been released on bail or other recognizance pending the disposition of the appeal;

iv. The time and place of any appellate court proceedings and any changes in the time or place of those proceedings; and

v. The result of the appeal.

b. In the event the defendant's conviction is reversed and the case is returned to the trial court for further proceedings, the victim must have the same rights previously requested during the proceedings, which led to the appeal.

7. Notice of Release. Upon request of the victim, the Court must notify the victim of the defendant's release.

8. Notice of Escape. A victim who requests notice of the escape and the Prosecutor who is or has prosecuted the crime for which the person is detained or under sentence must be given immediate notice of the escape of the person accused, convicted or imprisoned for committing a crime against the victim. The notice must be given by means reasonably calculated to give prompt and actual notice.

C. Right not to be Excluded. The victim has the right to attend proceedings related to the crime for which the defendant is charged, unless the Court, after receiving clear and convincing evidence, determines that testimony by the victim would be materially altered if the victim heard other testimony at the proceeding. The victim has the right to have a support person present during such proceedings such as a family member, trusted advocate, or legal representative.

D. Right to be Heard During Proceedings. The right to be heard at any court or agency

proceeding involving release, plea, sentencing, or any parole proceeding.

1. The victim has the right to submit or make a written or oral impact statement to law enforcement for use in preparing investigations and reports.

2. The victim has the right to appear and make an oral impact statement at the sentencing of the defendant.

3. The victim has the right to address or submit a written statement for consideration by a probation officer, a parole board or any other group or person having authority over the prisoner's release.

E. Right to Confer with the Prosecutor. The Prosecutor must offer the victim an opportunity to consult with the Prosecutor to obtain the victim's views about the disposition of a crime, including the victim's views about dismissal, plea or sentence negotiations, and pretrial or probation programs.

F. Right to Restitution. The right to full and timely restitution as provided by law.

1. Consistent with LTBB criminal laws, the Court may order that the defendant make restitution to any victim of the defendant's course of conduct that gives rise to the conviction or the victim's estate.

2. If the Court does not order restitution, or orders only partial restitution, the Court must state on the record the reasons for that action.

3. If a crime results in damage to or loss or destruction of property of a victim of the offense, the order of restitution may require that the defendant do either of the following:

a. Return the property to its owner or to another person designated by the owner; or

b. If return of the property is impossible, impractical or inadequate, pay an amount equal to the value of the property on the date of the damage, loss or

destruction.

4. If a crime results in physical or psychological injury to a victim, the order of restitution may require that the defendant do one or more of the following, as applicable:

a. Pay an amount equal to the cost of actual medical and related professional services and devices relating to physical and psychological care;

b. Pay an amount equal to the cost of actual physical and occupational therapy and rehabilitation;

c. Reimburse the victim or the victim's estate for after-tax income loss suffered by the victim as a result of the offense; or

d. Pay an amount equal to the cost of psychological and medical treatment for members of the victim's family that has been incurred as a result of the offense.

5. If a crime resulting in bodily injury also results in death of a victim, the order of restitution may require that the defendant pay an amount equal to the cost of actual funeral and related expenses.

6. Instead of restitution, and if the victim or the victim's estate consents, the order of restitution may require the defendant make restitution in services in lieu of money, or make restitution to a person designation by the victim or victim's estate if that person provided services to the victim as a result of the crime.

7. If the Court orders restitution, the Court must, if the victim is deceased, order that the restitution be made to the victim's estate.

8. Any order of restitution must be as fair as possible to the victim or victim's estate without unduly complicating or prolonging the sentencing process.

9. Any amount paid to a victim or victim's estate as restitution must be set off against any amount later recovered as compensatory damages by the victim or the victim's estate

in any federal, state or Tribal civil proceeding.

10. If the defendant is placed on probation or paroled, any restitution ordered under this section must be a condition of that probation or parole. The Court may revoke probation or parole if the defendant fails to comply with the order and if the defendant has not made a good faith effort to comply with the order. In determining whether to revoke probation or parole, the Court must consider the defendant's employment status, earning ability, financial resources, and the willfulness of the defendant's failure to pay and any other special circumstances that may have a bearing on the defendant's ability to pay.

11. An order of restitution may be enforced by the Prosecutor, a victim, or victim's estate named in the order to receive the restitution in the same manner as a judgment in a civil action.

G. Right to Proceedings without Unreasonable Delay. The right to proceedings free from unreasonable delay. If the Court is ruling on a continuance or other delay in the proceedings, the Court must consider the impact of the delay on the victim. Victims who are children, elders, or otherwise vulnerable must be given preference in setting the Court docket.

H. Right to be Treated with Fairness and Respect. The right to be treated with fairness and with respect for the victim's dignity and privacy. The victim must be treated with fairness, respect, and dignity throughout the criminal justice process. During proceedings the Prosecutor and the Court must take into this into consideration when requesting or ordering testing, testimony, or any other potentially invasive act.

I. Right to Return of Property. The right to the expeditious return of personal property seized as evidence whenever possible. Law enforcement must promptly return to the victim property belonging to that victim which is taken in the course of the investigation, except that law enforcement:

1. Must not return property which is contraband;

2. Must not return property if the ownership of the property is disputed until the dispute is resolved; and

3. Must retain as evidence any weapon used in the commission of the crime and any other evidence if the Prosecutor certifies that there is a need to retain that evidence in lieu of a photograph or other means of memorializing its possession by a law enforcement officer.

J. Right to Enforcement. The right to enforcement of these rights and access to other available remedies under the laws of LTBB. Upon request of a victim, the Prosecutor must ask the Court to enforce the rights of the victim.

K. Right to View Copies of Record and Evidence. The right to view copies of reports and other evidence related to the proceeding, provided that the records will not compromise the prosecution of the case. Upon the closing of an investigation or if still open, before the statute of limitations has run on the particular crime or within one year after the case goes cold, the victim has a right to view any and all records and evidence gathered by law enforcement. Such items do not include anything that is privileged. If any of the items contain confidential information, that information must be redacted before the victim is allowed to view it.

(Source: WOS 2015-005, March 6, 2015, Section V)

L. Right to Confidentiality. All statements and information given by a victim of domestic violence or sexual assault to any victim advocate, therapist or counselor shall be deemed confidential, and shall not be admissible in court, absent a waiver of said confidentiality by the victim, or except as otherwise authorized by law or pursuant to court order. A therapist or counselor is a licensed individual with at least a bachelor's degree in counseling, psychology, social work or other related fields who is providing professional counseling, therapy or psychological services to a victim of domestic or sexual violence, whether paid or volunteer. A victim advocate is a professional individual trained and working in an office to provide information, emotional support, or assistance with community resources, be it financial, legal, therapeutic, or otherwise in order to help victims of domestic or sexual violence.

(Source: WOS 2020-012, May 22, 2020, Section VI(L) Amendment)

9.606 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2015-005, March 6, 2015, Section VI)

9.607 EFFECTIVE DATE

Effective upon the signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2015-005, March 6, 2015, Section VII)
(Source: WOS 2020-012, May 22, 2020, Section VI(L) Amendment)

Chapter 7. Domestic Violence

9.701 SHORT TITLE

This statute may be cited as the "Domestic Violence Statute."

(Source: WOS 2020-013, May 22, 2020, Section I)

9.702 PURPOSE

The Little Traverse Bay Bands of Odawa Indians (LTBB) Waganakising Odawak Statute, Domestic Violence is construed to promote the following:

This Statute addresses domestic violence that involves persons of the same household, family members or persons in an intimate or in a dating relationship. It is the expectation that the criminal justice system respond to victims of domestic violence with fairness, respect, compassion, and in a prompt and effective manner. Repeals and replaces any previous Statute

including WOS 2015-018 Domestic Violence Statute, WOS 2006-014, Domestic Violence Protection.

(Source: WOS 2020-013, May 22, 2020, Section II)

9.703 DEFINITIONS

A. **"Clerk"** means the clerk of the Tribal Court.

B. **"Family member and Household member"** means any adult or minor child(ren) who reside in the household or who are persons related by blood, adoption or marriage.

C. **"Indian"** means a person who is a member of a federally recognized Indian Tribe.

D. **"Indian Tribe"** means any federally recognized Indian Tribe.

E. **"LTBB or Tribe"** means the Little Traverse Bay Bands of Odawa Indians.

F. **"Minor"** means a person less than eighteen (18) years of age, who has not been emancipated.

G. **"Non-Indian"** means any person who is not a member of a federally recognized Indian Tribe.

H. **"Perpetrator"** means the person who allegedly committed an act of domestic violence.

I. **"Protection Order"** means:

1. Any injunction, restraining order, or other order issued by a civil or criminal court for the purpose of preventing violent or threatening acts or harassment against, sexual violence against, contact or communication with, or physical proximity to, another person; including

2. Any temporary or final order issued by a civil or criminal court, whether obtained by filing an independent action or as a pendente lite order in another proceeding, if the civil or criminal order was issued in response to a complaint, petition, or motion filed by or on behalf of a person seeking protection.

J. **"Spouse, Dating or Intimate Relationship"** means a spouse or former spouse of the victim, a person who shares a child in common with the victim, and a person who cohabitates or has cohabitated as a spouse with the victim or a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

K. Territorial Jurisdiction of the Little Traverse Bay Bands of Odawa Indians means "*areas referred to in Public Law 103-324, 25 U.S.C. Section 1300k-2(b)(2)(A), as the boundaries of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat. 621"*, including all land which is held in trust by the United States government for the benefit of the Tribe or an individual member of the Tribe and/or as otherwise described by applicable federal law or court opinion.

L. **"Tribal Citizen"** means a person who is an enrolled member of the Little Traverse Bay Bands of Odawa Indians.

M. **"Tribal Court"** means the Little Traverse Bay Bands of Odawa Indians Tribal Court.

N. **"Tribal Police or Law Enforcement"** means any law enforcement officer of the Little Traverse Bay Bands of Odawa Indians Police Department.

O. **"Tribal Prosecutor or Prosecutor"** means the prosecutor for the Little Traverse Bay Bands of Odawa Indians, assistance prosecutor(s) and Special Prosecutor.

P. **"Tribal Judge or Judge"** means a judge for the Little Traverse Bay Bands of Odawa Indians.

Q. **"Victim"** means a person who has suffered actual physical or mental harm, as a result of domestic violence or is the protected party under a Personal Protection Order.

(Source: WOS 2020-013, May 22, 2020, Section III)

9.704 JURISDICTION

A. General Criminal Jurisdiction. In domestic violence cases, the criminal jurisdiction of the Tribe extends to adult LTBB citizens and adult citizens of Federally Recognized Tribes; however, upon motion of the Tribal Prosecutor, the Judge has the discretion to try a minor as an adult, provided the minor has attained the age of sixteen (16).

1. The Indian Civil Rights Act (ICRA), 25 U.S.C. Section 1302, was enacted by Congress in 1968. Under ICRA, the Tribe's jurisdiction is limited to punishments that may impose up to a one-year jail term and a fine up to $5,000.00.

2. The Tribal Law and Order Act of 2010 (TLOA), Public Law. 111-211, was amended by Congress in 2013. TLOA shall become effective when Tribal Council adopts TLOA, by resolution, and the Tribe's jurisdiction shall allow for punishments up to a three-year jail term and a fine up to $15,000.00.

B. Special Domestic Violence Criminal Jurisdiction. The Violence Against Women Reauthorization Act of 2013 (VAWA), S.47, 113th Congress, 2013-2015, was reauthorized and amended by Congress in 2013 affirming the tribes' inherent power to exercise "special domestic violence criminal jurisdiction" (SDVCJ) over all persons, regardless of their Indian or non-Indian status. Under VAWA LTBB has limited criminal jurisdiction over non-Indian defendants only for the following crimes: dating violence, domestic violence, violations of protection orders., when committed in the context of a dating or domestic relationship. The limited jurisdiction applies where the victim is Tribal Citizen or a member of another federally recognized Tribe and, the defendant lives or works in the territorial jurisdiction of LTBB, or the defendant's spouse, intimate partner, or dating partner is a Tribal Citizen or a member of another federally recognized Tribe who resides within the Tribe's jurisdiction. Such special jurisdiction may only be exercised when the defendant is charged with one of the crimes in this Statute and may be imprisoned up to three years, a fine of up to $15,000.00, upon adopt of a Resolution allowing for the exercise of The

Tribal Law and Order Act of 2010 (TLOA).

C. Civil Jurisdiction. The Tribal Court has full jurisdiction and authority to issue and enforce protection orders against all persons who are Indians or non-Indian regarding matters arising within the territorial jurisdiction of LTBB.

(Source: WOS 2020-013, May 22, 2020, Section IV)

9.705 DUE PROCESS GUARANTEES

A. Rights of the Accused In all domestic violence criminal prosecutions, the accused shall have the following rights:

1. The right to be secure in their persons houses, papers, and effects against unreasonable search and seizures, or issue warrants, unless based upon probable cause, and supported by oath or affirmation, and particularly describing the place to be searched and the person or thing to be seized;

2. The right to be free from being put twice in jeopardy for the same offense;

3. To not be compelled to be a witness against him/herself;

4. To a speedy and public trial;

5. To be informed of the nature and cause of the accusation and be confronted with the witnesses against him/her;

6. To have compulsory process for obtaining witnesses in his/her favor;

7. To have the assistance of counsel for his/her defense, and to have all these rights explained at the time of their arraignment;

8. To be free from excessive bail, excessive fines or the infliction of cruel and unusual punishments;

9. To not be denied equal protection of the law or to have their liberty or property removed without due process of law;

10. To not be subject to any bill of attainder or ex post facto law;

11. The right to have a jury trial of not less than six (6) persons;

12. To be notified of the right to file a writ of habeas corpus and to request a stay of detention in federal court upon an order of detention";

13. To have the LTBB's criminal laws, rules of evidence and rules of criminal procedure publicly available prior to charging the defendant;

14. To have the right of counsel, and court appointed counsel if they cannot afford one. All attorneys appearing before the court must be licensed to practice law by the state or federal bar, and be a member in good standing. By December 1 of each year, the Chief Judge shall submit to Tribal Council an annual report on the average cost of defending offenses under this Statute. The Judiciary may adopt a court rule that modifies the appointment of court-appointed attorneys based on standards for Indigent defendants. A court appointed attorney may petition the court to withdraw as attorney of record and the court may grant the petition whenever private counsel has been retained on the defendant's behalf.

B. Courts of Record.

1. Tribal Courts are the Courts of Record and the Clerk must certify under seal as to the accuracy and validity of the files and records of all proceedings before the LTBB Courts.

2. The Clerk shall take, preserve and certify under seal to the accuracy of a verbatim record of the proceedings before the Courts. The record may be created and recorded by a stenographic, electronic, mechanical, or other recording devices approved by the Chief Judge of the Court as a trustworthy means of creating a permanent verbatim record of all proceedings.

3. The Chief Judge shall proscribe the length of time verbatim transcripts must be preserved by the Clerk, unless otherwise addressed by Statute.

4. It is a criminal offense, punishable by penalties and under the laws of LTBB for the Clerk of the Tribal Courts to knowingly make or keep a false file, record or certificate or to alter, amend or destroy any file, record or transcript without lawful authority.

(Source: WOS 2020-013, May 22, 2020, Section V)

9.706 JUDGE AND JURY REQUIREMENTS

A. Tribal Court Judges. All judges presiding over cases in which domestic violence criminal jurisdiction is asserted, must be admitted to practice before the Supreme Court of the United Sates, or any United States Circuit Court of Appeals, or the Supreme Court of any state; and have sufficient legal training to preside over criminal trials.

B. Formation of Jury. Where the defendant is charged with a crime under this statute, the defendant has a right to be tried by a jury selected from a jury pool that represents a fair cross-section of the community, and in cases under Section VII. B (Special Domestic Violence Criminal Jurisdiction, SDVCJ), that includes non-Indians.

1. Juror Qualifications. The basic qualifications of a juror are any person:

a. Who is at least 18 years of age;

b. Who is not under any legal disability;

c. Who has not been convicted of a felony in any jurisdiction in the last ten years or convicted of a crime of domestic violence;

d. Who is a LTBB Citizen or a citizen of another federally recognized Tribe living within the territorial jurisdiction of LTBB; and

e. In SDVCJ cases, who is a LTBB citizen or a citizen of another federally recognized tribe living within the territorial jurisdiction of LTBB, employed by LTBB or any of its entities, or who lives in tribal housing.

2. Jury Selection Process. In SDVCJ cases, LTBB ensures that jury pools represent a fair cross-section of the community, and include non-Indians that live on trust land, are employed by LTBB, or any of its entities.

C. Civil Jurisdiction. The Tribal Court has full jurisdiction and authority for the purposes of carrying out the Jury Selection Process to exercise civil jurisdiction over any person(s) who lives or works within the territorial jurisdiction of LTBB.

D. Imprisonment. Any defendant sentenced to greater than one-year imprisonment, must serve the sentence in a federal or state facility; or a tribal facility that is approved by the Bureau of Indian Affairs.

(Source: WOS 2020-013, May 22, 2020, Section VI)

9.707 CRIMES OF DOMESTIC VIOLENCE

A. Dating Violence. This crime occurs when violence is committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

B. Domestic Violence. This crime occurs when violence is committed by a current or former spouse, or intimate partner, of the victim; by a person with whom the intimate partner of the victim shares a child in common; by a person who is cohabitating with, or has cohabitated with the victim as a spouse or intimate partner; or by a person similarly situated to a spouse of the victim under the domestic violence laws of LTBB when the violence occurs within the territorial jurisdiction of LTBB.

C. Definition of Violence. Violence is defined as the act of causing actual physical or mental harm, or causing the fear of imminent physical or mental harm, or engaging in a course of

conduct that causes a reasonable person to feel terrorized, frightened, intimidated, threatened, harassed or controlled.

D. Violation of Protection Order. This crime occurs when the defendant acts within the territorial jurisdiction of LTBB and violates the portion of a protection order that:

1. Prohibits or provides protection against violent or threatening acts or harassment against, sexual violence against, contact or communication with, or physical proximity to, another person;

2. Was issued against the defendant;

3. Is enforceable by the participating tribe; and

4. Is consistent with 18 U.S.C. § 2265(b). Full faith and credit given to protection orders.

(Source: WOS 2020-013, May 22, 2020, Section VII)

9.708 PENALTIES

A. First Offense. A perpetrator who is found guilty of a crime under this Statute is subject to imprisonment of up to one year, a fine of up to $5,000.00, and any appropriate rehabilitative or probationary terms.

B. Second Offense. A perpetrator who is found guilty of a crime under this Statute, and the crime is the perpetrator's second offense, is subject to imprisonment of up to two years, a fine of up to $10,000.00, and any appropriate rehabilitative or probationary terms, if the Tribe adopts a Resolution allowing for the exercise of The Tribal Law and Order Act of 2010 (TLOA).

C. Third or Subsequent Offense. A perpetrator who is found guilty of a crime under this Statute, and the crime is the perpetrator's third offense, is subject to imprisonment of up to three years, a fine of up to $15,000.00, and any appropriate rehabilitative or probationary terms, if the Tribe adopts a Resolution allowing for the exercise of The Tribal Law and Order Act of 2010 (TLOA).

D. **Aggravating Circumstances.** Where there are aggravating circumstances, the Judge may increase a sentence above the proscribed range. Aggravating circumstances include, but are not limited to, the following:

1. Where the victim suffers serious bodily injury from the attack;

2. Where the perpetrator is a repeat offender;

3. Where the perpetrator used a dangerous weapon or used an object as a dangerous weapon during the attack;

4. Where the perpetrator was under the influence of drugs or alcohol;

5. Where the attack took place in the presence of minor children;

6. Where the perpetrator knew or should have known that the victim was particularly vulnerable or incapable of resistance; or

7. Where the victim was pregnant and the perpetrator knew of the pregnancy.

E. The Court shall order the perpetrator to pay restitution based on the needs of the victim and the ability to pay by the perpetrator and any other relevant factors.

F. The Court shall develop sentencing guidelines to be approved and published by the Judiciary that provide a range of minimum to maximum time of imprisonment, along with minimum and maximum range of fines. Additionally, the Court may include in the guidelines appropriate rehabilitative or probationary terms as remedial measures, such as batterer's intervention, inpatient or outpatient drug treatment, participation in a drug treatment court, probation with any probation conditions required or authorized by law, residential probation, probation with jail, probation with special alternative incarceration, mental health treatment, mental health or substance abuse counseling, jail with work or school release, jail with or without authorization for day parole, participation in a community corrections program,

community service, house arrest, or electronic monitoring, provided that it defines what facts and circumstances would allow for the remedial measures to be taken into consideration.

G. When making sentencing determinations, the Court shall follow the sentencing guidelines and consider the type and seriousness of the crime, including any aggravating circumstances, as well as the potential helpfulness of rehabilitative services. Deviation from the sentencing guidelines would only occur if the Court has a **substantial and compelling reason for that departure** and states on the record the reasons for departure from the guidelines.

H. Forfeiture of Weapons. The Court may order forfeiture of the firearms and ammunition.

(Source: WOS 2020-013, May 22, 2020, Section VIII)

9.709 RESPONSIBILITIES OF TRIBAL POLICE

A. To Victims. A law enforcement officer responding to a domestic violence situation must use all reasonable means to protect the victim and minor children to prevent further violence. This may include, but is not limited to, the following:

1. Taking any necessary action to provide for the safety of the victim and household members;

2. Confiscating any weapons involved;

3. Assisting victims in obtaining medical treatment;

4. Assisting victims in removing essential personal effects;

5. Transporting the victims and any minor children to a shelter or other safe place;

6. Giving the victims immediate notice of rights, remedies, and services available; and

7. Notifying the appropriate agency or agencies that can provide assistance.

B. To Child(ren) Present. A law enforcement officer who responds to a domestic violence situation where minor child(ren) are present must use all reasonable means to protect the minor child(ren) and prevent further acts of violence in their presence. This includes taking necessary actions to provide for the safety of the child(ren), ensuring the child(ren) have adequate supervision after the perpetrator is removed, and any other necessary actions.

C. Arrests.

1. Crimes of Domestic Violence. Where a law enforcement officer has probable cause to believe that a person has committed a crime of domestic violence, the officer may, without or with a warrant, arrest and charge the perpetrator with the appropriate crime.

2. Violations of Protection Orders. Where a law enforcement officer has probable cause to believe that the perpetrator violated a Protection Order, the officer may arrest the perpetrator.

D. Seizing Weapons. Law enforcement officers have the authority to seize weapons incident to arrest and in the course of securing a crime scene. The law enforcement officer shall:

1. Seize all weapons alleged to have been involved or threatened to be used in the commission of a crime or any weapon in the immediate vicinity of the alleged commission of the offense; and

2. **S**eize a weapon that is in plain view or that is located during a search authorized by a person entitled to consent to the search. All such weapons including those the officer concludes were used in the commission of a crime must be confiscated regardless of ownership.

(Source: WOS 2020-013, May 22, 2020, Section IX)

9.710 DUTIES OF TRIBAL PROSECUTOR

A. In every case in which a person is arrested for or charged with a criminal offense under this Statute, the Prosecutor's Office must maintain contact with the victim throughout the criminal

proceedings.

B. The Prosecutor's Office must confer with the victim regarding the need for any civil protection orders, bonds and other restraints to assure the safety of the victim and the victim's family or household members.

C. The Prosecutor's Office must inform the victim of all hearing dates, continuances, and rights of the victim. The Prosecutor's Office shall make available to the victim all reports received by the Prosecutor at the conclusion of the case.

D. The Prosecutor's Office must inform the victim of major prosecutorial decisions; including decisions not file charges under this Statute when the victim has reported the offense or the perpetrator has been arrested for a criminal offense under this Statute, or decisions to enter into a plea agreement relating to a charge under this Statute.

E. The Prosecutor's Office must obtain information from the victim regarding costs and losses sustained as a result of the perpetrator's act of domestic violence and must seek restitution for the victim and provide opportunity to complete a victim's impact statement that will be presented to the court.

(Source: WOS 2020-013, May 22, 2020, Section X)

9.711 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2020-013, May 22, 2020, Section XI)

9.712 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval

whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2020-013, May 22, 2020, Section XII)

9.713 OTHER RELATED STATUTES

See WOS 2009-009 Sex Offense, Crime and Criminal Code, Victim's Rights Statute, Personal Protection Orders and No Contact Orders and Violations of Protective Orders, or as may be amended.

(Source: WOS 2020-013, May 22, 2020, Section XIII)

Chapter 8. Sex Offender Registration and Notification

9.801 SHORT TITLE

This Statute may be cited as the "Sex Offender Registry Statute." and repeals and replaces WOS 2009-008 and 2011-007.

(Source: WOS 2012-008, August 5, 2012, Section I)

9.802 PURPOSE

A. The purpose of this Statute is to implement the federal Sex Offender Registration and Notification Act (SORNA), Section 1 of United States Public Law 109-248, 42 U.S.C. 16901 et seq. [34 U.S.C. 20901 et seq.]; and the accompanying sex offenses. Little Traverse Bay Bands of Odawa Indians finds that sex offenders present a risk of re-offending and that the efforts of law enforcement to protect the community, conduct investigations and to apprehend those who commit sex offenses is impaired by the lack of information available about individuals who have pled to, or have been found guilty of sex offenses.

B. This Act establishes a registry for offenses, the requirements of registration, and what crimes a person must register.

(Source: WOS 2012-008, August 5, 2012, Section II)

9.803 DEFINITIONS

A. “Chief of Police” means the Chief of the Little Traverse Bay Bands of Odawa Indians Law Enforcement,

B. “Convicted” means an adult sex offender is “convicted” for the purposes of this Statute if the sex offender has been subject to penal consequences based on the conviction, however the conviction was styled. This includes convictions of juveniles who are prosecuted as adults.

C. “Department” means the Little Traverse Bay Bands of Odawa Indians Law Enforcement,

D. “Employee” means, for the purposes of this Statute, an individual employed by the Little Traverse Bay Bands of Odawa Indians including Tribal Government Administration, commercial entities including the Odawa Casino Resort and ancillary enterprises and activities. Independent contractors for the purpose of this Statute shall be included within the definition of “Employee”.

E. “Employer” means all departments and agencies of the Tribal Government Administration and commercial entities of the Tribe, including the Odawa Casino Resort and ancillary enterprises and activities.

F. "Immediate" and "immediately" means within three (3) business days.

G. “Imprisonment” means incarceration pursuant to a conviction, regardless of the nature of the institution in which the offender serves the sentence. The term is to be interpreted broadly to include, for example, confinement in a state "prison" as well as in a local or Tribal "jail".

H. “Indian” means a person who is a member of a federally recognized Indian Tribe,

I. “Indian Tribe” means any federally recognized Tribe,

J. “Jurisdiction” means this Tribe and any other Indian Tribe that has asserted jurisdiction

pursuant to section 127 of SORNA and the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Northern Mariana Islands, and the United States Virgin Islands.

K. "Minor" or "Juvenile" means an individual who has not attained the age of eighteen (18) years.

L. "Non-Indian" means a person who is not a member of a federally recognized Indian Tribe,

M. "Resides" means, with respect to an individual, the location of the individual's home or other place where the individual habitually lives.

N. "Sex Offense" as used in this Statute is limited to those offenses contained in section 111 (5) of SORNA, Sex Offender Registration and Notification Act (SORNA), Section 1 of United States Public Law 109-248, 42 U.S.C. 16901 et seq. [34 U.S.C. 20901 et seq.] and Tribal Sex Offenses.

O. "Sex Offender" means a person convicted of a sex offense.

P. "Student" means a person who enrolls in or attends an educational institution owned or operated by the Tribe, including a secondary school, trade or professional school, or an institution of higher education.

Q. "Territorial Jurisdiction of the Little Traverse Bay Bands of Odawa Indians" means "areas referenced in Public Law 103-324, 25 U.S.C. Section 1300k-2(b)(2)(A) as the boundaries *of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat.621."* Little Traverse Bay Bands Constitution, Article V(A)(1)(a).

R. "Tribal Court" means the Little Traverse Bay Bands of Odawa Indians Tribal Court,

S. "Tribal Member" means a person who is enrolled Citizen of the Little Traverse Bay Bands of Odawa Indian,

T. "Tribe" means the Little Traverse Bay Bands of Odawa Indians,

U. "Visitor" means any person within the Tribe's jurisdiction, who is not a resident,

(Source: WOS 2012-008, August 5, 2012, Section III)

9.804 NOTIFICATION AND REGISTRATION REQUIREMENTS

A. In order to protect our Tribal children and create a safe environment, any person who resides on property owned by the Tribe in fee or trust, regardless of location; are employed by the Tribe, regardless of location; or who attends schools owned or operated by the Tribe; or are lodging for more than seven (7) days on property owned by the Tribe, in fee or trust regardless of the location; shall register within three (3) business days with the Department if they have:

1. Pled guilty to, been found guilty of, or who has been found not guilty by reason of insanity to any Sex Offense under Waganakising Odawak Tribal Code, Title IX., Criminal Laws.

2. Who has pled guilty to, been found guilty of, or who has been found not guilty by reason of insanity, to any attempt, solicitation or conspiracy to commit a crime that requires or would require that person to register as a sex offender under federal law, or under the law of any state, other Indian Tribe, territory, commonwealth, foreign country or other jurisdiction.

B. Any person residing within the exterior boundaries of the Tribe's territorial jurisdiction who does not reside on property owned by the Tribe in fee or trust, regardless of location; are not employed by the Tribe, regardless of location; or who do not attend school owned or operated by the Tribe; or are not lodging for more than seven (7) days on property owned by the Tribe in fee or trust, regardless of the location; may but are not required to register within three (3) business days with the Department if they have:

1. Pled guilty to, been found guilty of, or who has been found not guilty by reason of insanity to any Sex Offense under Waganakising Odawak Tribal Code, Title IX. Criminal Laws, unless the initial conviction occurred in Tribal Court.

2. Who has pled guilty to, been found guilty of, or who has been found not guilty by reason of insanity, to any attempt, solicitation or conspiracy to commit a crime that requires or would require that person to register as a sex offender under federal law, or under the law of any state, other Indian Tribe, territory, commonwealth, foreign country or other jurisdiction.

C. The Tribe has requires sex offenders to register with the department, if such individual have entered a consensual relationships within the tribe or with its members through commercial dealing, contracts, leases or other arrangements, or such individuals conduct has threatened or has a direct effect on the political integrity, economic security, or the health or welfare of the tribe.

(Source: WOS 2012-008, August 5, 2012, Section IV)

9.805 OFFENSES REQUIRING REGISTRATION

The following offenses are subject to the requirements of this Statute including attempt and conspiracies:

A. Tribal Offenses: Sex Offense under Waganakising Odawak Tribal Code, Title IX. Criminal Laws.

B. Foreign Offenses within the United States jurisdiction:

1. 18 U.S.C. §1591 (sex trafficking of children).

2. 18 U.S.C. §1801 (video voyeurism of a minor).

3. 18 U.S.C. §2241 (aggravated sexual abuse).

4. 18 U.S.C. §2242 (sexual abuse).

5. 18 U.S.C. §2243 (sexual abuse of a minor or ward).

6. 18 U.S.C. §2244 (abusive sexual contact).

7. 18 U.S.C. §2245 (offenses resulting in death).

8. 18 U.S.C. §2251 (sexual exploitation of children).

9. 18 U.S.C. §225IA (selling or buying of children).

10. 18 U.S.C. §2252 (material involving the sexual exploitation of a minor).

11. 18 U.S.C. §2252A (material containing child pornography).

12. l8 U.S.C. §2252B (misleading domain names on the internet).

13. 18 U.S.C. §2252C (misleading words or digital images on the internet).

14. 18 U.S.C. §2260 (production of sexually explicit depictions of a minor for import into the United States).

15. l 8 U.S.C. §2421 (transportation of a minor for illegal sexual activity).

16. 18 U.S.C. §2422 (Coercion and Enticement of a Minor for Illegal Sexual Activity).

17. 18 U.S.C. §2423 (Transportation of Minors for Illegal Sexual Activity, Travel With the Intent to Engage in Illicit Sexual Conduct with a Minor, Engaging in Illicit Sexual Conduct in Foreign Places).

18. 18 U.S.C. §2424 (failure to file factual statement about an alien individual).

19. 18 U.S.C. §2425 (transmitting information about a minor to further criminal sexual conduct).

D. Other Foreign Offenses. Any conviction for a sex offense involving any conduct which was obtained under the laws of Canada, the United Kingdom, Australia, New Zealand, and any

foreign country where the United States State Department, in its Country Reports on Human Rights Practices, has concluded that an independent judiciary generally (or vigorously) enforced the right to a fair trial in that country during the year in which the conviction occurred.

E. Military Offenses. Any military offense specified by the Secretary of Defense under section 115(a)(8)(C)(i) of PL 105-119 (10 U.S.C. 951 note).

F. Juvenile Offenses or Adjudications. Any sex offense, or attempt or conspiracy to commit a sex offense, that is comparable to or more severe than the federal crime of aggravated sexual abuse (as codified in 18 U.S.C. §2241(a)(b)) and committed by a minor who is fourteen (14) years of age or older.

G. Any Jurisdiction Offenses. Any sex offense committed in any jurisdiction that involves:

1. Any type of degree of genital, oral, or anal penetration.

2. Any sexual touching of or contact with a person's body, either directly or through the clothing.

3. Kidnapping of a minor.

4. False imprisonment of a minor.

5. Solicitation to engage a minor in sexual conduct understood broadly to include any direction, request, enticement, persuasion, or encouragement of a minor to engage in sexual conduct.

6. Use of a minor in a sexual performance.

7. Solicitation of a minor to practices prostitution.

8. Possession, production, or distribution of child pornography.

9. Criminal sexual conduct involving a minor (where the elements of the offense

involve physical contact with the victim), or the use of the internet to facilitate or attempt such conduct. This includes offenses whose elements involve the use of other persons in prostitution, such as pandering, procuring, or pimping in cases where the victim was below eighteen (18) years of age at the time of the offense

10. Any conduct that by its nature is a sex offense against a minor

11. Any offense similar to those outlined in United States Code:

a. 18 U.S.C. §1591 (sex trafficking by force, fraud, or coercion).

b. 18 U.S.C. §1801 (video voyeurism of a minor).

c. 18 U.S.C. §2241 (aggravated sexual abuse).

d. 18 U.S.C. §2242 (sexual abuse).

e. 18 U.S.C. §2244 (abusive sexual contact).

f. 18 U.S.C. §2422(b) (coercing a minor to engage in prostitution).

g. l 8 U.S.C. §2423(a) (transporting a minor to engage in illicit conduct).

(Source: WOS 2012-008, August 5, 2012, Section V)

9.806 LEVELS OF RISK TO THE COMMUNITY

A. Sex offenders present various "Levels of Risk" to the Tribal community. The Tribe shall assign a tier to each offender based on the tier allocated within this Statute, whether the person is convicted on a new charge, incarcerated, recaptured or changes their residency, employment or school enrollment within LTBB's jurisdiction, based on the following classifications, such tier assignments may be appeal to the Tribal Court:

1. Tier I: Level of Concern; lower risk to re-offend within the community at large and includes such offense, including convictions for attempt or conspiracy to commit such offenses as:

a. False imprisonment of a minor.

b. Video voyeurism of a minor.

c. Possession or receipt of child pornography, and the following federal offenses:

d. 18 U.S.C. § 1801 (video voyeurism of a minor).

e. 18 U.S.C. § 2252 (receipt or possession of child pornography).

f. 18 U.S.C. §2252A (receipt or possession of child pornography).

g. 18 U.S.C. §2252B (misleading domain name).

h. 18 U.S.C. §2252C (misleading words or digital images).

i. 18 U.S.C. § 2422(a) (coercion to engage in prostitution).

j. 18 U.S.C. § 2423(b) (travel with the intent to engage in illicit conduct).

k. 18 U.S.C. § 2423(c) (engaging in illicit conduct in foreign places).

l. 18 U.S.C. §2423(d) (arranging, inducing procuring or facilitating the travel in interstate commerce of an adult for the purpose of engaging in illicit conduct for financial gain).

m. 18 U.S.C. §2424 (filing factual statement about an alien individual).

n. 18 U.S.C. §2425 (transmitting information about a minor to further criminal sexual conduct).

o. Any comparable military offense specified by the Secretary of Defense under Section 115(a)(8)(c)(i) of Public Law 105-119 (U.S.C. § 951 note).

2. Tier II: Level of Concern; moderate risk to re-offend within the community at large and includes such offence, including convictions for attempt or conspiracy to commit such offences as:

a. A person previously convicted of a Tier I offense who current sex offense conviction is punishable by more than one year imprisonment.

b. The use of minors in prostitution (to include solicitations).

c. Enticing a minor to engage in criminal sexual activity.

d. A non-forcible sexual act with a minor sixteen (16) or seventeen (17) years old.

e. Sexual contact with a minor thirteen (13) years or older.

f. The use of a minor in a sexual performance.

g. The production or distribution of child pornography, or the following federal offenses:

h. 18 U.S.C. §1591 (sex trafficking by force, fraud, or coercion).

i. 18 U.S.C. § 2244 (abusive sexual contact, victim thirteen (13) years or older).

j. 18 U.S.C. § 2251 (sexual exploitation of children).

k. 18 U.S.C. § 2251A (selling or buying children).

l. 18 U.S.C. § 2252 (sale or distribution of child pornography).

m. 18 U.S.C. §2252A (sale or distribution of material containing child pornography).

n. 18 U.S.C. § 2260 (producing child pornography for import).

o. 18 U.S.C. § 2421 (transportation for prostitution).

p. 18 U.S.C. § 2422(b) (coercing a minor to engage in illicit conduct).

q. 18 U.S.C. §2423(a) (transporting a minor to engage in illicit conduct).

r. 18 U.S.C. §2423(d) (arranging, inducing procuring or facilitating the travel in interstate commerce of an adult for the purpose of engaging in illicit conduct for financial gain).

s. Any comparable military offense specified by the Secretary of Defense under Section 115(a)(8)(c)(i) of Public Law 105-119 (U.S.C. § 951 note).

3. Tier III: Level of Concern; high risk to re-offend within the community at large and includes such offence, including convictions for attempt or conspiracy to commit such offences as:

a. Any person convicted of a Tier II offense whose current sex offense conviction is punishable by more than one year imprisonment.

b. Non-parental kidnapping of a minor.

c. Any sexual act with another.

d. Sexual contact with a minor under thirteen (13) years of age, or the following federal offenses:

e. 18 U.S.C. § 2241 (aggravated sexual abuse).

f. 18 U.S.C. § 2242 (sexual abuse).

g. 18 U.S.C. § 2243 (sexual abuse of a minor).

h. 18 U.S.C. § 2244 (abusive sexual contact, victim under thirteen (13) years of age).

i. Any comparable military offense specified by the Secretary of Defense under Section 115(a)(8)(c)(i) of Public Law 105-119 (U.S.C. § 951 note).

B. Verifications and In-person Appearances. A sex offender who is or should be registered shall, at a minimum, appear in person at the Department for purposes of keeping registration current in accordance with the following time frames:

1. Tier I offenses include those offenses punishable by less than one year of imprisonment. Persons convicted of such offenses must register at least once a year for fifteen (15) years.

2. Tier II and Tier III offenses include offenses punishable by a term of imprisonmentof one year or greater. Tier II sex offenders must register every six months for twenty-five (25) years.

3. Tier III sex offenders have lifetime registration requirements and must register at least every three (3) months.

4. At each in-person appearance, the Department shall:

a. Obtain a current photograph of the sex offender.

b. Review of Information. At each in-person appearance, the sex offender shall review existing information for accuracy.

C. Notification. If any new information or change in information is obtained at an in person verification, and upon entry of the sex offender's information in to the registry, that information is immediately forwarded to all other registration jurisdictions of the information or change in information.

(Source: WOS 2012-008, August 5, 2012, Section VI)

9.807 REDUCTION IN REGISTRATION PERIODS

A. A sex offender may have their period of registration reduced as follows:

1. A Tier I offender may have their period of registration and verification reduced by five (5) years if they have maintained a clean record for ten (10) consecutive years.

2. A Tier III offender may have their period of registration and verification reduced to twenty-five (25) years if they were adjudicated delinquent of an offense as a juvenile which required Tier 3 registration and they have maintained a clean record for twenty-five (25) consecutive years.

B. A person has a clean record if:

1. They have not been convicted of any offense for which a maximum sentence of imprisonment for one (1) year or more may be imposed.

2. They have not been convicted of any sex offense.

3. They have successfully completed, without revocation, any period of supervised release, probation, or parole.

4. They have successfully completed an appropriate sex offender treatment program certified by the Tribal Court or by the United States Attorney General.

C. Petition to Tribal Court. Any person, who meets the requirement of section A and B, who is required to register as a sex offender may petition the Tribal Court for a show cause hearing to

determine if a reduction in term of registration may be granted. In the petition, the petitioner shall provide clear and convincing evidence that the petitioner is not a risk to commit a new violation for any violent crime or any crime related to the requirements of registration as a sex offender based upon:

D. The Tribal Court may grant a hearing if it finds that the petition is sufficient; and the person meets the eligibility requirements.

E. The Tribal Court may exempt the petitioner from the registration requirement only after a hearing on the petition in open court. The Tribal Court shall base its decision only upon a finding by clear and convincing evidence that the petitioner meets the reduction requirements as set forth in this Section.

(Source: WOS 2012-008, August 5, 2012, Section VII)

9.808 RELEASE OF INFORMATION, COMMUNITY NOTIFICATION AND IMMUNITY

A. The Department is authorized to release relevant and necessary information regarding sex offenders to the public when such information is reasonably necessary for protection of the Tribal community.

B. The Department shall monitor or utilize the SORNA Exchange Portal for inter-jurisdictional change of residence, employment or student status and whenever a sex offender registers or updates their information with the Department, the Department shall:

1. Immediately notify the State of Michigan, per the Memorandum of Agreement (MOA), and ensure the information is updated on Michigan Sex Offender Registry (MSOR).

2. Immediately notify any agency, department, or program within the Tribe that is responsible for criminal investigation, prosecution, or sex offender supervision functions, including but not limited to, police, whether State of Michigan, BIA, Tribal, or FBI, Tribal Prosecutor, and Tribal Probation.

3. Immediately notify any and all other registration jurisdictions due to the sex offender's residency, school attendance, or employment.

4. Immediately notify National Child Protection Act agencies, which includes any agency responsible for conducting employment-related background checks under section 3 of the National Child Protection Act of 1993 (42 U.S.C. 5119a).Within seventy-two (72) hours of the registration of a sex offender, the Department shall notify the individuals, groups and organizations that may be at risk by any reasonable method based on the level of risk.

C. Community Notification. The Department shall ensure there is an automated community notification process in place that ensures the following:

1. Upon a sex offender's registration or update of information with the Tribe, the public registry website is immediately updated and posted within three (3) business days.

2. Email notice is available to the general public to notify them when a sex offender commences residence, employment, or school attendance with the Tribe, within a specified zip code, or within a certain geographic radius. This email notice shall include the sex offender's identity.

D. The Department is immune from liability for damages for any discretionary decision to release relevant and necessary information.

(Source: WOS 2012-008, August 5, 2012, Section VIII)

9.809 SEX OFFENDER REGISTRATION REQUIREMENTS

A. Duties. A sex offender who is required to register with the Department shall provide all of the information detailed as follows:

1. The date of all arrests.

2. The date of all convictions.

3. The sex offender's status of parole, probation, or supervised release.

4. The sex offender's registration status.

5. Any outstanding arrest warrants.

6. The sex offender's actual date of birth.

7. Any other date of birth used by the sex offender.

8. DNA sample, if the sex offender's DNA is not already contained in the Combined DNA Index System (CODIS).

9. CODIS. Any DNA sample obtained from a sex offender shall be submitted to an appropriate lab for analysis and entry of the resulting DNA profile in to CODIS.

10. Driver's License. The Department shall obtain, and the sex offender shall provide, all of the sex offender's valid driver's licenses issued by any jurisdiction for the purpose of photocopying.

11. Identification Cards. The Department shall obtain, and the sex offender shall provide, a photocopy of any identification card, including the sex offender's Tribal enrollment card issued, by any jurisdiction.

12. Passports. The Department shall obtain, and the sex offender shall provide, a photocopy of any passports used by the sex offender.

13. Immigration Documents. The Department shall obtain, and the sex offender shall provide, a photocopy of any and all immigration documents.

14. Employment. The Department shall obtain, and the sex offender shall provide, the following information related to the sex offender's employment, to include any and all

places where the sex offender is employed in any means including volunteer and unpaid positions and the name of the sex offender¯s employer.

15. The address of the sex offender's employer, and similar information related to any transient or day labor employment.

16. Finger and Palm Prints. The Department shall obtain, and the sex offender shall provide, both finger prints and palm prints of the sex offender.

17. Internet Names. The Department shall obtain, and the sex offender shall provide, the following information related to the sex offender's internet related activity and any and all email addresses used by the sex offender, any and all instant Message addresses and identifiers, and any and all other designations or monikers used for self-identification in internet communications or postings, and any and all designations used by the sex offender for the purpose of routing or self- identification in internet communications or postings.

18. Name. The Department shall obtain, and the sex offender shall provide, the following information related to the sex offender's name:

a. The sex offender's full primary given name.

b. Any and all nicknames, aliases, and pseudonyms regardless of the context in which it is used.

c. Any and all ethnic or Tribal names by which the sex offender is commonly known. This does not include any religious or sacred names not otherwise commonly known.

19. Phone Numbers. The Department shall obtain, and the sex offender shall provide, any and all telephone numbers included but not limited to:

a. Any and all land line telephone numbers.

b. Any and all cellular telephone numbers.

c. Any and all Voice Over Internet Protocol (VOIP) telephone numbers.

20. Photograph. The Department shall obtain a current photograph of the sex offender.

21. Physical Description. The Department shall obtain, and the sex offender shall provide, an accurate description of the sex offender as follows:

a. A physical description.

b. A general description of the sex offender's physical appearance or characteristics.

c. Any identifying marks, such as, but not limited to, scars, moles, birthmarks, or tattoos.

22. Professional Licenses. The Department shall obtain, and the sex offender shall provide, all licensing of the sex offender that authorizes the sex offender to engage in an occupation or carry out a trade or business.

23. Address. The Department shall obtain, and the sex offender shall provide, the following information related to the sex offender's residence:

a. The address of each residence at which the sex offender resides or will reside.

b. Any location or description that identifies where the sex offender habitually resides regardless of whether it pertains to a permanent residence or location otherwise identifiable by a street or address.

24. School Location. The Department shall obtain, and the sex offender shall provide, the following information related to the sex offender's school:

a. The address of each school where the sex offender is or will be a student.

b. The name of each school the sex offender is or will be a student.

25. Social Security. The Department shall obtain, and the sex offender shall provide, the following information:

a. A valid social security number for the sex offender.

b. Any social security number the sex offender has used in the past, valid or otherwise.

26. Lodging Information. The Department shall obtain, and the sex offender shall provide, the following information when the sex offender will be absent from his residence for 7 days or more:

a. Identifying information of the temporary lodging locations including addresses and names.

b. The dates the sex offender will be staying at each temporary lodging location.

27. Travel Abroad.

a. In the event the sex offender intends to travel abroad the sex offender shall notify the Department at least twenty-one (21) days in advance of travel.

b. Upon such notification the Department shall:

i. Immediately notify any other jurisdiction where the sex offender is either registered, or is required to register, of the updated information.

ii. Immediately notify the U.S. Marshals Service.

iii. Immediately update National Crime Information Center (NCIC)/MSOR information.

c. Recognizing that some sex offenders may commute to Canada for work on a daily basis or have family residing in Canada, the Department shall develop policies to address such employment and family matters.

28. Offense Information. The Department shall obtain the text of each provision of law defining the criminal offense(s) for which the sex offender is registered.

29. **Vehicle** Information. The Department shall obtain, and the sex offender shall provide, the following information related to all vehicles owned or operated by the sex offender for work or personal use including land vehicles, aircraft, and watercraft:

a. License plate numbers.

b. Registration numbers or identifiers.

c. General description of the vehicle to include color, make, model, and year.

d. Any permanent or frequent location where any covered vehicle is kept.

D. Digitization. All information obtained shall be, at a minimum, maintained by the Department in digitized format.

E. Electronic Database. A sex offender registry shall be maintained in an electronic database by the Department or its designee and shall be in a form capable of electronic transmission, or otherwise electronically accessible by other jurisdictions.

(Source: WOS 2012-008, August 5, 2012, Section IX)

9.810 INITIAL REGISTRATION

A. Jurisdiction of Conviction. A sex offender must initially register in the jurisdiction where the sex offender was convicted of the sex offense regardless of the sex offender's actual or intended residency.

B. Jurisdiction of Incarceration. A sex offender must register in each jurisdiction in which the sex offender is incarcerated while completing any sentence for a sex offense, regardless of whether it is the same jurisdiction as the jurisdiction of conviction or residence.

C. Timing. A sex offender required to register with the Tribe under this Statute shall do so in the following timeframe:

1. If incarcerated, before release from imprisonment for the registration offense.

2. If not incarcerated, within three (3) business days of sentencing for the registration offense.

3. When an offender is convicted and/or sentenced in another state, territory, tribe or country, or in a federal or military court, and chooses to reside, work, or attend school within the Tribe's jurisdiction, the registration must occur within three (3) business days of the sex offender establishing residence, employment or school attendance within the jurisdiction.

D. Duties of Department. The Department shall ensure the following:

1. Any sex offender incarcerated or sentenced by Tribal Court shall complete their initial registration with the Tribe.

2. Any sex offender initially registering with the Tribe is informed of their duties under SORNA and this Statute to register and such other duties under SORNA and this Statute are explained.

3. The sex offender reads and signs a form stating that the duty to register has been explained to them and that the sex offender understands the registration requirement.

4. That the sex offender is registered and shall enter the sex offender's information into the registry and NCIC/MSOR.

5. That upon entry of the sex offender's information in to the registry, that information is immediately forwarded to all other jurisdictions in which the sex offender is required to register due to the sex offender's residency, employment, or student status.

(Source: WOS 2012-008, August 5, 2012, Section X)

9.811 RETROACTIVE CLASSES OF OFFENDERS

A. The following sex offenders shall be required to register with the Department:

1. Sex offenders that are currently incarcerated or under supervision, either for the predicate sex offense or for some other crime.

2. Sex offenders that are already registered or subject to a pre-existing sex offender registration requirement under the Tribe's jurisdiction.

3. Sex offenders who have reentered the Tribe's criminal justice system because of a conviction for some other felony crime, (whether or not it is a sex offense).

B. The initial registration of these sex offenders shall take place in accordance with the following, upon enactment of this Statute:

1. Tier I: within one (1) year.

2. Tier II: within six (6) months.

3. Tier III: within three (3) months.

(Source: WOS 2012-008, August 5, 2012, Section XI)

9.812 UPDATES AND CHANGE OF INFORMATION

A. Residence Jurisdiction:

1. Sex offenders who reside within the Tribe's jurisdiction shall immediately appear in person to update any of the following information if it changes:

a. Name.

b. Residence.

c. Employment.

d. School attendance.

e. Termination of residence.

2. Sex offenders who reside within the Tribe's jurisdiction shall immediately contact the Tribe and update any of the following information if it changes:

a. E-mail addresses.

b. Instant Message (IM) addresses.

c. Any other designations used in internet communications, postings, or telephone communications.

d. Vehicle information.

e. Temporary lodging information.

3. The Department shall immediately notify any other jurisdiction where the sex offender is either registered, or is required to register the sex offender's intent to relocate to another country. The Department shall also notify the U. S. Marshals Service and immediately update NCIC/MSOR.

B. Employer Jurisdiction: When a sex offender is employed within the Tribe's jurisdiction, but neither resides nor attends school with in the Tribe's jurisdiction, the sex offender shall immediately appear in person to update any of the following:

1. Employment related information.

2. Termination of employment.

C. School Jurisdiction: When a sex offender attends school within the Tribe's jurisdiction, but neither resides nor works within the Tribe's jurisdiction, the sex offender shall immediately appear in-person to update the following:

1. School related information.

2. Termination of school.

(Source: WOS 2012-008, August 5, 2012, Section XII)

9.813 REGISTRY WEBSITE

A. Website. The Department or designee shall use and maintain a public sex offender registry website. The registry website shall also include links to sex offender safety and education resources.

B. Instructions. The registry website shall include instructions on how a person can seek correction of information that the individual contends is erroneous.

C. Warnings. The registry website shall include a warning that the information contained on the website should not be used to unlawfully injure, harass, or commit a crime against any individual named in the registry or residing or working at any reported addresses and that any such action could result in civil or criminal penalties.

D. Search Capabilities. The registry website shall have the capability of conducting

searches by name, county, city, zip code, and geographic radius.

(Source: WOS 2012-008, August 5, 2012, Section XIII)

9.814 REQUIRED AND PROHIBITED INFORMATION

A. Required Information. The following information shall be made available to the public on the sex offender registry website:

1. Notice that an offender is in violation of their registration requirements or cannot be located if the sex offender has absconded.

2. All sex offenses for which the sex offender has been convicted.

3. The sex offense(s) for which the offender is currently registered.

4. The address of the sex offender's employer(s).

5. The name of the sex offender including all aliases.

6. A current photograph of the sex offender.

7. A physical description of the sex offender.

8. The residential address and, if relevant, a description of a habitual residence of the sex offender.

9. All addresses of schools attended by the sex offender.

l0. The sex offender's vehicle license plate number along with a description of the vehicle.

B. Prohibited Information. The following information shall not be available to the public on the sex offender registry website:

1. Any arrest that did not result in conviction.

2. The sex offender's social security number.

3. Any travel and immigration documents.

4. The identity of the victim.

5. Internet identifiers.

C. Witness Protection. For sex offenders who are under a witness protection program, the Tribal police may honor the request of the United States Marshal Service or other agency responsible for witness protection by not including the original identity of the offender on the publicly accessible sex offender registry website.

(Source: WOS 2012-008, August 5, 2012, Section XIV)

9.815 FAILURE TO APPEAR FOR REGISTRATION AND ABSCONDING

A. Failure to Appear. In the event a sex offender fails to register with the tribe as required by this Statute shall be deemed an absconded sex offender, the Department shall immediately inform the jurisdiction that provided notification that the sex offender was to commence residency, employment, or school attendance with the tribe that the sex offender failed to appear for registration.

B. Absconded Sex Offenders. If the Department receives information that a sex offender has absconded the Department shall make an effort to determine if the sex offender has actually absconded.

1. In the event no determination can be made, the Department shall ensure any other appropriate law enforcement agency is notified.

2. If the information indicating the possible absconding came through notice from another jurisdiction or federal authorities, the Department shall be informed that the sex offender has failed to appear and register.

3. If an absconded sex offender cannot be located then the Department shall take the following actions:

a. Update the registry to reflect the sex offender has absconded or is otherwise not capable of being located.

b. Seek a Show Cause and Warrant for the sex offender's arrest.

c. Notify the U.S. Marshals Service.

d. Update NCIC/MSOR to reflect the sex offender's status as an absconder, or is otherwise not capable of being located.

C. Failure to Register. In the event a sex offender who is required to register due to their residency, employment or school attendance status fails to do so or otherwise violate a registration requirement of this Statute shall be deemed an absconded sex offender, the Department shall take all appropriate follow-up measures to determine if the sex offender is actually residing, employed or attending school within the Tribe's jurisdiction.

(Source: WOS 2012-008, August 5, 2012, Section XV)

9.816 VIOLATIONS AND PENALTIES

A. No person, required to register as a sex offender, shall knowingly fail to register as a sex offender with the Department and shall be deemed an absconded sex offender.

B. No person, required to register as a sex offender, shall knowingly fail to update their information as a sex offender with the Department as required by this Statute shall be deemed an absconded sex offender.

C. No person, required to register as a sex offender, shall knowingly fail to notify the Department of any changes of jurisdiction or the leaving of the Tribal jurisdiction.

D. No person shall knowingly furnish, or cause to be furnished, any false or misleading information to be included on the Sex Offender Registry.

E. No person shall, without prior approval of the Department, remove, alter, mutilate or destroy any notice to the Tribal community or Sex Offender Registry information.

F. A person found in violation of this Statute will be issued a civil infraction ticket to appear before the Tribal Court.

G. The Tribal Court may assess such fines and costs and other remedies as deemed appropriate, not to exceed five-thousand dollars ($5,000).

H. If a sex offender fails to register after receiving adequate notice, the Tribal Court may issue a Civil Bench Warrant for the personal appearance before the Court and may detain the person until any fines, costs or other remedies are satisfied.

I. The Tribal Court may determine if a parent or legal guardian of a sex offender that is a minor child shall be responsible for any fines, costs or other remedies.

(Source: WOS 2012-008, August 5, 2012, Section XVI)

9.817 IMPLEMENTATION

This Statute shall be implemented within one hundred eighty days (180) days from the Effective Date of this Statute.

(Source: WOS 2012-008, August 5, 2012, Section XVII)

9.818 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any

reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2012-008, August 5, 2012, Section XVIII)

9.819 EFFECTIVE DATE

Effective upon the signature of the Executive, or 30 days from submission to the Executive branch, or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2012-008, August 5, 2012, Section XIX)

Chapter 9. Liquor and Tobacco License Violations Statute

(*As required under 18 U.S.C. § 1161, the Department of the Interior published the Liquor Violations Statute in the Federal Register on April 2, 2015, 80 FR 17779-01*)

9.901 SHORT TITLE

This Statute may be cited as the "License Violation Statute." This Statute repeals and replaces Waganakising Odawak Statute 1999-008 and previous Statute WOS 1997-021, and any and all previous Statutes.

(Source: WOS 2014-006, June 16, 2014, Section I)

9.902 PURPOSE

The purpose of this Statute is to provide for violations of Liquor and Tobacco Licenses issued by the Liquor and Tobacco Licensing Board that may impair the issuance or renewal of a liquor or tobacco licenses or may cause such licenses to be suspended or revoked in order to protect the rights and interest of the Tribe and Tribal Citizens.

(Source: WOS 2014-006, June 16, 2014, Section II)

9.903 AUTHORITY

Tribal Council has the power and authority to regulate the liquor and tobacco sales and violations as set forth in this Statute in accordance with the Constitution, Article VII D(1), D(16), D(19), and D(24).

(Source: WOS 2014-006, June 16, 2014, Section III)

9.904 DEFINITIONS

The following definitions apply in this Statute:

A. "Alcoholic Liquor" means the four varieties of liquor (alcohol, spirits, wine and beer) and all fermented, spirituous, vinous, or malt liquor, or combinations thereof, and mixed liquor, a part of which is fermented, spirituous, vinous or malt liquor, or otherwise intoxicating; and every liquor or solid or semi-solid or other substance, patented or not, containing alcohol, spirits, wine or beer, and all drinks or drinkable liquids and all preparations or mixtures capable of human consumption, and any liquid, semi-solid, solid, or other substance, which contains more than one percent of alcohol by weight shall be conclusively deemed to be intoxicating.

B. "Board" means the Liquor and Tobacco Licensing Board.

C. "Cigarette" means any roll for smoking, made wholly or in part of tobacco, irrespective of size or shape and irrespective of whether the tobacco is flavored, adulterated or mixed with any other ingredient, where such roll has a wrapper or cover made of paper or any material, except where such wrapper is wholly or in the greater part made of natural leaf tobacco in its natural state.

D. "Licensee" means any person or entity, includes any employee or agent of the Licensee, licensed by the Tribe to sell alcohol or tobacco on Tribal trust lands.

E. "LTBB" or "Tribe" means the Waganakising Odawak Nation, also known as the Little Traverse Bay Bands of Odawa Indians.

F. "Person" or "Entity" means any individual, firm, partnership, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, trustee, syndicate or any other group or combination acting as a unit.

G. "Tobacco Products" means all forms of tobacco prepared in such a manner at to be suitable for chewing or smoking including cigarettes, cigars, smoking tobacco, snuff, chewing tobacco.

H. "Tribal Court" means the Little Traverse Bay Bands of Odawa Tribal Court.

(Source: WOS 2014-006, June 16, 2014, Section IV)

9.905 LIQUOR AND TOBACCO LICENSING BOARD

The Liquor and Tobacco Licensing Board established by WAGANAKISING STATUTE**,** LIQUOR AND TOBACCO LICENSING BOARD STATUTE, is an Executive Board and is authorized to implement this statute, as may be amended.

(Source: WOS 2014-006, June 16, 2014, Section V)

9.906 LIQUOR VIOLATIONS

Citations may be issued for the violations of the following:

A. Under the age of Twenty-one (21).

1. A licensee shall not directly, individually, or by a clerk, agent, or servant knowingly sell, furnish, or give alcoholic liquor to a person under the age of twenty-one (21) or fails to make diligent inquiry as to whether the person is of age.

2. A licensee shall not allow any person who is less than eighteen (18) years of age to sell or serve alcoholic liquor.

B. Intoxicated Persons.

1. A licensee shall not directly or indirectly, individually or by a clerk, agent, or servant sell, furnish, or give alcoholic liquor to a person who is visibly intoxicated.

2. A licensee shall not allow an intoxicated person to consume alcoholic liquor on the licensed premises.

C. Hours of Sales.

1. A licensee shall not sell at retail, give away, or furnish alcoholic liquor between the following hours: 2 a.m. and 7 a.m. of any day

2. Variations:

The except as modified by an intergovernmental agreement that may apply to a specific Tribal enterprise and 4 a.m. and 7 a.m. on January 1 (New Year's Day)

D. Extended Hours.

An extended hour(s) permit is required for an on-premises licensee to allow for the sale or consumption of alcoholic liquor at any time other than the legal hours for the sale and consumption of alcoholic liquor.

E. Sale of Adulterated or Mislabeled Liquor.

1. A licensee by himself or by his agent or employee, shall not sell, offer for sale, or possess any alcoholic liquor that is adulterated or misbranded or any alcoholic liquor in bottles that have been refilled.

2. Alcoholic liquor shall be deemed adulterated if it contains any liquids or other ingredients not placed there by the original manufacturer or bottler. For the purposes of this Section, alcoholic liquor shall be deemed misbranded when not plainly labeled, marked or otherwise designated.

3. Alcoholic liquor bottles shall be deemed to be refilled when the bottles contain any liquid or other ingredient not placed in the bottles by the original manufacturer.

F. Premises.

1. A Licensee shall not allow alcoholic liquor sold for on-premises consumption to be removed from premises.

2. A Licensee that sells wine on the premises may allow an individual who has purchased a meal and who has purchased and partially consumed a bottle of wine with the meal, to remove the partially consumed bottle from the premises upon departure, provided that the licensee or the licensee's clerk, agent, or employee shall reinsert a cork so that the top of the cork is level with the lip of the bottle.

3. This section does not allow for the removal of any additional unopened bottles of wine unless the licensee is licensed off premises sales.

4. This section does not prevent a hotel from allowing its invitees or guests to possess or consume, or both, on or about its premises, alcoholic liquor purchased by the invitee or guest from an off-premises retailer, and does not prevent a guest or invitee from entering and exiting the licensed premises with alcoholic liquor purchased from an off-premises retailer.

5. An off-premise licensee who is not licensed as an on-premise licensee shall not have open containers of alcoholic liquor on the premises.

6. An off-premise licensee who is not licensed as an on-premise licensee shall not allow the consumption of alcoholic liquor on the licensed premises, except as allowed in G(2).

7. An off-premise licensee shall not give bottle or can openers to purchasers and shall not open bottles or cans of alcoholic liquor for purchasers on the licensed premises.

8. An off-premise licensee shall not knowingly allow a person to consume alcoholic liquor on property owned, leased, or possessed by the licensee adjacent to the licensed

premises.

G. Giving away alcoholic liquor

1. A Licensee shall not give away any alcoholic liquor of any kind or description at any time in connection with his or her business, except manufacturers for consumption on the premises only.

2. Exceptions:

a. If the licensee is a hotel, the licensee may give away alcoholic liquor to an invitee or guest in connection with a business event or as a part of a room special or promotion for overnight accommodations.

b. Licensee may allow samplings or tastings of any alcoholic liquor for which monetary gain or other remuneration could reasonably be expected.

c. Tasting of alcoholic liquor as part of a bona fide market research organization that is conducted for a product before it is approved for sale.

d. Licensee may allow giving a sampling or tasting of alcoholic liquor to an employee of the licensee during the legal hours for consumption for the purpose of educating the employee regarding 1 or more types of alcoholic liquor so long as the employee is at least 21 years of age.

H. Quantity of Alcohol.

1. An on-premise licensee shall not sell, offer to sell, or advertise the sale of, an unlimited quantity of alcoholic liquor at a specific price.

2. No licensee shall sell, offer to sell, or advertise the sale of, 2 or more identical drinks containing alcoholic liquor to a person for their consumption for 1 price. When 2 or more identical drinks containing alcoholic liquor are served to a person at 1 time, the price charged for the second drink shall be the same price as for the first drink.

I. Prizes, alcohol use.

A licensee shall not participate in or sponsor any contest that requires the use or consumption of alcoholic liquor or features alcoholic liquor as a prize in connection with a contest. Sponsored events that involve the purchase of alcoholic liquor for eligibility are exempt.

J. Controlled substances / drug paraphernalia.

A licensee shall not allow the sale, possession, or consumption on the licensed premises of any controlled substances which are prohibited by Tribal, State of Michigan or Federal Law.

K. Fights and Weapons.

1. A licensee shall not allow fights on or in the licensed premises, other than promotional events such as boxing, cage fights, etc. Nor shall a licensee, or the clerk, servant, agent, or employee of the licensee, allow, on the licensed premises, the annoying or molesting of customers or employees by other customers or employees.

2. A licensee shall not allow for the unlawful possession or use of firearms, knives, or other weapons on the premises.

L. Improper or no display of liquor license/permits

Licenses issued by the commission shall be signed by the licensee, shall be framed under transparent material, and shall be prominently displayed in the licensed premises.

M. Suspension of License.

1. A licensee shall not sell, offer for sale, furnish, consume, or allow the consumption of, alcoholic liquor on the licensed premises during the period that the license is suspended by the Board.

2. During the time of suspension of a license by the Board, the notice of the suspension shall be continuously posted in a conspicuous place on the licensed premises in full view of the public.

N. Cooperation with officers.

A licensee, or clerk, servant, agent or employee of the licensee, shall not hinder or obstruct a law enforcement officer or commission inspector or investigator in the course of investigating or inspecting the premises and shall not refuse, fail or neglect to cooperate with a law enforcement officer, commission inspector or investigator in the performance of his or her duties to enforce the act or commission rules.

(Source: WOS 2014-006, June 16, 2014, Section VI)

9.907 TOBACCO VIOLATIONS

A. Prohibited Places. Smoking or carrying lighted tobacco in any form is prohibited in the following areas:

1. Public areas designated as "non-smoking";

2. Passenger elevators;

3. Tribal Governmental Buildings;

4. School Buildings;

5. Child Care Centers; smoking is permitted on these premises during the time these facilities are not in operation, but the operator of the facility must inform parents or guardians that smoking on the premises may occur during these times.

6. Health Facilities; smoking is prohibited in the common and treatment areas of health facilities, including hospitals, health clinics, and doctors' offices. Patients may be permitted to smoke if the medical staff determines that this prohibition would be detrimental to treatment. Smoking areas provided in these cases must be separately ventilated to ensure that there is a smoke-free environment in other patient care and common areas.

7. Licensed nursing homes and licensed homes for the aged must adopt a policy that regulates smoking to provide patients with the option of no-smoking rooms, and restrict patient smoking to private or semiprivate rooms or designated smoking areas. Visitors and staff are permitted to smoke in designated smoking areas only. Tobacco sales are prohibited in nursing homes, except as provided for by owners. Notices must be posted for smoking and non-smoking areas.

8. Restaurants; food service establishments seating fifty (50) or more persons must reserve a seating area for a nonsmoking. All food service establishments seating fewer than fifty (50) people are not required to provide for a non-smoking section. Public areas in restaurants must be smoke-free. These areas include, but are not limited to, restrooms, coatrooms, and entrances. Public areas do not include lobbies, waiting rooms, hallways, or lounges.

B. Under the Age of Eighteen (18).

1. A person shall not sell or furnish any tobacco product to a person less than eighteen (18) years of age.

2. It is an affirmative defense that the defendant had, and continues to have in force, a written policy to prevent the sale of tobacco products to minors and enforces said policy.

3. This does not apply to the handling or transportation of a tobacco product by a person under the age of eighteen (18) under the terms of employment.

4. This does not interfere with the right of a parent or legal guardian in the rearing and management of their minor children within the bounds of their private premises.

C. Sign Posting. A person who sells tobacco products at retail shall post, in a place close to the point of sale, conspicuous to both employees and customers, a sign produced by the Department of Community Health that states: *"THE PURCHASE OF TOBACCO PRODUCTS BY A MINOR UNDER 18 YEARS OF AGE AND PROVISION OF TOBACCO PRODUCTS TO A MINOR ARE PROHIBITED BY LAW. A MINOR UNLAWFULLY PURCHASING OR USING TOBACCO PRODUCTS IS SUBJECT TO PENALTIES."*

D. Internet Sales. All sales conducted through the Internet, by telephone, or in a mail-order

transaction shall prohibited.

E. Single Cigarettes. A person who sells tobacco products at retail shall not sell a cigarette separately from its package. This does not apply to tobacco specialty stores or other retail stores that deal exclusively in the sale of tobacco products and smoking paraphernalia.

F. Vending Machines Placement. Vending machines are restricted to areas that are not easily accessible to persons under the age of eighteen (18) and are within the direct visual supervision of an adult.

G. Improper or no display of license/permits

Licenses issued by the commission shall be signed by the licensee, shall be framed under transparent material, and shall be prominently displayed in the licensed premises.

H. Suspension of License.

1. A licensee shall not sell, offer for sale, and furnish, tobacco on the licensed premises during the period that the license is suspended by the Board.

2. During the time of suspension of a license by the Board, the notice of the suspension shall be continuously posted in a conspicuous place on the licensed premises in full view of the public.

I. Cooperation with officers.

A licensee, or clerk, servant, agent or employee of the licensee, shall not hinder or obstruct a law enforcement officer or commission inspector or investigator in the course of investigating or inspecting the premises and shall not refuse, fail or neglect to cooperate with a law enforcement officer, commission inspector or investigator in the performance of his or her duties to enforce the act or commission rules.

(Source: WOS 2014-006, June 16, 2014, Section VII)

9.908 RELIGIOUS FREEDOM

Nothing in this Statute shall prohibit American Indians from practicing any recognized religious ceremony, ritual or activity in accordance with their Religious Freedom.

(Source: WOS 2014-006, June 16, 2014, Section VIII)

9.909 MARKETING

A licensee shall not intentionally market for profit tobacco or tobacco productions to persons under the age of eighteen (18).

(Source: WOS 2014-006, June 16, 2014, Section IX)

9.910 APPLICATION OF STATE LAW

Per the United States Code (USC), 18 U.S.C. 1161, all acts or transactions regarding liquor control shall conform to this Statute or the laws of Michigan, whichever is more stringent. Nothing in this section or Statute is intended to allow the State of Michigan to exercise any jurisdiction over the Tribe, its members, or any persons or transactions within jurisdiction of the Tribe. Nothing in this section or statute is intended to in any way waive or limit the sovereign immunity of the Tribe.

(Source: WOS 2014-006, June 16, 2014, Section X)

9.911 ENFORCEMENT

A. The Tribal Law Enforcement Department is authorized to issue citations for violations of this Statute.

B. Any inspectors and/or investigators hired by the Board are authorized to issue citations of violations of this Statute.

(Source: WOS 2014-006, June 16, 2014, Section XI)

9.912 SAVINGS CLAUSE

In the event that any section, subsection or phrase of this Statute is found by a court of competent jurisdiction to violate the Constitution or laws of the Little Traverse Bay Bands of Odawa Indians, such part shall be considered to stand alone and to be deleted from this Statute, the entirety of the balance of the Statute to remain in full and binding force and effect so long as the overall intent of the Statute remains intact.

(Source: WOS 2014-006, June 16, 2014, Section XII)

9.913 EFFECTIVE DATE

Effective upon the signature of the Executive, or 30 days from submission to the Executive branch, or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2014-006, June 16, 2014, Section XIII)

Chapter 10. Law Enforcement Department Statute

9.1001 SHORT TITLE AND PURPOSE

This Statute shall be known as the "Law Enforcement Department Statute"

(Source: WOS 2009-021, July 26, 2009, Sections I)

9.1002 PURPOSE

The Purpose of this Statute is to provide for the regulation of law enforcement through the creation of the "Tribal Law Enforcement Department" as an Executive Department to promote peace and safety.

(Source: WOS 2009-021, July 26, 2009, Sections II)

9.1003 DEFINITIONS

The definitions apply in this Statute, unless the context otherwise requires.

A. "Agreement" means the signed agreement between the "United States Secretary of the Interior and LTBB" that is a specific contract for law enforcement and provides for the Authority, Purpose, Service and Appropriations of how the department conducts business and provides law enforcement services, pursuant to provision of the Indian Self-Determination and Education Assistance Act, (25 U.S.C. 450 et seq.).

B. "Department" means the Law Enforcement Department.

C. "Director" means the Chief of the Law Enforcement Department.

D. "Firearm" means a weapon from which dangerous projectiles may be propelled by use of explosives, gas, or air as a means of propulsion.

E. "Law Enforcement" means law enforcement/ dispatch department of the Tribe.

F. "Law Enforcement Officer" means a person who is properly commissioned, deputized and authorized to enforce Tribal, Federal and State of Michigan laws.

G. "LTBB Reservation" means all lands and waters as described in the LTBB Constitution Article III (H).

H. "Tribe" or "LTBB" means the Waganakising Odawa, also known as the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2009-021, July 26, 2009, Sections III)

9.1004 CREATION OF THE DEPARTMENT

The Law Enforcement Department is hereby created within the Executive Branch to carry out the responsibilities of law enforcement within the Tribe's jurisdiction including the enforcement of criminal and civil law, both Tribal and Federal as applicable and the promotion and protection of the health, safety and welfare of the Tribe and its Tribal Citizens.

(Source: WOS 2009-021, July 26, 2009, Sections IV)

9.1005 TRIBAL LAW ENFORCEMENT DIVISION

A. The Department shall include a Law Enforcement Division to aid in the enforcement of Tribal laws and regulations concerning the protection and promotion of peace.

Primary and secondary duties of the Division include, but are not limited to:

1. Primary Duties:

a) promote and protect the peace and safety through community policing, general patrol, traffic control, and assisting other departments and agencies;

b) provide enforcement of violations of criminal law to the extent that Law Enforcement Officers are authorized through Tribal Council approved deputization, special commissions, agreements, or memoranda of understanding/agreements (MOU/MOA);

c**)** provide enforcement of violations of civil law as designated by Tribal Council.

d) provide primary responsibility for investigations, arrests, court appearances, crime prevention, evidence collection and submits incident reports to a prosecutor for adjudication in the appropriate court of jurisdiction.

e) provide primary services such as homeland security, court officer, sex offender registry, dispatching/ criminal history and traffic enforcement.

2. Secondary Duties:

a) provide aid or assistance to other law enforcement agencies when

requested by a law enforcement agency;

b) perform and participate in emergency management activities when requested by the Executive or designee;

c) to take necessary and appropriate actions to enforce violations of civil or criminal law whether or not directly related to natural resource protection when in the course of carrying out their primary duties its officers encounter situations requiring law enforcement intervention to protect the public safety;

d) participate in homeland security activities as requested by the Executive or designee;

e) request aid of other law enforcement agencies when prudent to do so to address situations encountered in the course of carrying out primary duties.

B. Tribal Law Enforcement Officers. The Department shall employ Tribal Law Enforcement Officer(s) to carry out the duties and functions of the Division. Law Enforcement Officers of LTBB possess all of the privileges, powers and immunities of any such officer.

1. Oath of Office.

Officers shall be sworn in by a Tribal judge to support, uphold, and defend the Constitution of the Tribe and to enforce the laws and regulations of the Tribe in accordance with this Statute.

2. Firearms.

Officers are authorized to carry firearms in the performance of their duties and are required to qualify semi-annually at a score of 80% (240) or better under the direction of a certified firearms instructor in accordance with Federal Law Enforcement Training Center firearm standards.

C. **Authorities.** Officers shall have the following authority in their enforcement of criminal and civil violations within the jurisdiction of the Tribe:

1. Execute any process for enforcement of criminal or designated civil Statutes;

2. Issue citations for civil violations;

3. Execute warrants issued for the arrest of violators;

4. Arrest, without warrant, any person committing a criminal violation in his/her presence;

5. Make arrests and issue citations for any violation within LTBB jurisdiction when in the course of carrying out their primary duties they encounter people with outstanding warrants, or who commit violations in their presence.

6. Serve subpoenas or other legal documents;

7. Execute searches with or without a warrant as allowable under law;

8. Apprehension of Suspected Violators

9. Use force only to a level which is necessary, reasonable and appropriate to achieve the desired legal objective or to protect himself/herself or others from an immediate threat of death or serious physical injury using the force continuum.

d) All reported use of force incidents shall be reviewed by the appropriate supervisor to determine whether:

i. any laws or departmental rules, policies were violated. All incidents involving the use of force that causes death shall be subject to both an administrative and criminal investigation.

ii. the relevant rule or policy was clearly understandable and effective to cover the situation.

iii. training is currently adequate.

D. Regulations. The Department shall have in place and adhere to written enforcement regulations as approved by Tribal Council.

E. Agreements. The Department shall abide by all terms and conditions set out in the Agreement between the United States Secretary of Interior and the Tribe.

F. Handbook. The Department and Law Enforcement Division shall abide by all processes and procedures set out in the United States Department of Interior, Bureau of Indian Affairs, Justice Services Handbook, July 1, 2008 or as amended.

(Source: WOS 2009-021, July 26, 2009, Sections V)

9.1006 CRIMINAL INVESTIGATIONS

The Chief of Police shall be notified of any and all criminal investigation that potential may involve violations of tribal law, including investigations by federal, state or local authorities.

(Source: WOS 2009-021, July 26, 2009, Sections VI)

9.1007 SOVEREIGN IMMUNITY

Nothing in this Statute shall forfeit Sovereign Immunity and personal liability immunity offered in any other Statute or Resolution for law enforcement employees while acting within the scope of their authority.

(Source: WOS 2009-021, July 26, 2009, Sections VII)

9.1008 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this Statute is found by a court of competent jurisdiction to violate the Constitution, laws, ordinances or statutes of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part,

paragraph, subsection or section shall be considered to stand alone and to be deleted from this Statute, the entirety of the balance of the Statute to remain in full and binding force and effect.

(Source: WOS 2009-021, July 26, 2009, Sections VIII)

9.1009 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2009-021, July 26, 2009, Sections IX)

Chapter 11. Personal Protection Orders and No Contact Orders and Violations of Protective

9.1101 PURPOSE

The purpose of this Statute is to provide for Personal Protection Orders. This Statute repeals and replace WOS 2015-008 Personal Protection Orders and No Contact Orders and Violations of Protective Orders.

(Source: WOS 2020-014, May 22, 2020, Section I)

9.1102 DEFINITIONS

A. "Course of conduct" means a pattern of conduct composed of a series of two (2) or more separate non-continuous acts or an ongoing continuous act.

B. "Emotional distress" means significant mental suffering or distress that may, but does not necessarily, require medical or other professional treatment or counseling.

C. "Harassment" means conduct directed toward a victim that includes, but is not limited to, repeated or continuing un-consented contact that would cause a reasonable individual to suffer emotional distress and that actually causes the victim to suffer emotional distress.

D. "Minor" or "Juvenile" means an individual who has not attained the age of 18 years.

E. "Non-Domestic Protection Order" or "NDPO" means an order issued by Tribal Court or a Court of Competent Jurisdiction to address or prevent stalking. Such orders are not intended for disputes between neighbors.

F. "Stalking" means a willful course of conduct involving repeated or continuing harassment of another individual that would cause a reasonable person to feel terrorized, frightened, intimidated, threatened, harassed, or molested and that actually causes the victim to feel terrorized, frightened, intimidated, threatened, harassed, or molested.

G. "Territorial Jurisdiction of the Little Traverse Bay Bands of Odawa Indians" means "*areas referred to in Public Law 103-324, 25 U.S.C. Section 1300k-2(b)(2)(A), as the boundaries of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat. 621"*, including all land which is held in trust by the United States government for the benefit of the Tribe or an individual member of the Tribe and/or as otherwise described by applicable federal law or court opinion.

H. "Tribal Court" means the Little Traverse Bay Bands of Odawa Indians Tribal Court.

I. "Tribal Member" means a person who is an enrolled Citizen a federally recognized Tribe.

J. "Tribe" or "LTBB" means the Little Traverse Bay Bands of Odawa Indians.

K. "Unconsented contact" means any contact with another individual that is initiated or continued without that individual's consent or in disregard of that individual's expressed desire that the contact be avoided or discontinued. Unconsented contact includes, but is not limited to, the following:

1. Following or appearing within the sight of that individual.

2. Approaching or confronting that individual in a public place or on private property.

3. Appearing at that individual's workplace or residence.

4. Entering onto or remaining on property owned, leased, or occupied by that individual.

5. Contacting that individual by telephone.

6. Sending mail or electronic communications to that individual.

7. Placing an object on, delivering an object, or causing an object to be delivered to the victim's residence, place of work or property owned, leased, or occupied by that individual.

(Source: WOS 2020-014, May 22, 2020, Section II)

9.1103 CIVIL JURISDICITON

Civil Jurisdiction. The Tribal Court has full jurisdiction and authority to issue and enforce Protection Orders against all persons who are Indians; who live or work within the territorial jurisdiction of LTBB; or who are a spouse, intimate partner or dating partner of an Indian.

(Source: WOS 2020-014, May 22, 2020, Section III)

9.1104 PROTECTION ORDERS

A. **Types of Personal Protection Orders**. There are two types of Personal Protection Orders (PPO), non-domestic and domestic. A PPO shall clearly indicate whether it is a domestic or non-domestic PPO.

B. **Issuance of PPO**. PPOs may be granted either ex parte or after a hearing. If a hearing is requested the Tribal Court shall provide at least a seven (7) days notice of the hearing to

the Petitioner and the Respondent. Notice of the hearing shall be personally served upon the parties. If personal service cannot be accomplished, then the court shall accomplish service in a manner consistent with the Tribal Court Rules of Civil Procedure.

C. **Criteria for issuance of PPO**. The Tribal Court, upon finding that the Respondent has engaged in one or more of the following acts, shall issue a PPO:

1. Stalking the Petitioner;

2. Making threats of physical violence directed at the Petitioner and/or the Petitioner's minor child(ren), whether or not the threat was part of a pattern of conduct;

3. Making threats to destroy, damage, or cause harm to the Petitioner's property, whether or not the threat was part of a pattern of conduct;

4. Inflicting emotional distress on the Petitioner as part of a pattern of conduct to control and/or isolate the Petitioner;

5. Where the Respondent was convicted under tribal, federal or state law, of perpetrating one or more of the following crimes against the Petitioner:

a. criminal sexual conduct;
b. assault;
c. battery;
d. domestic violence;
e. kidnapping;
f. rape;
g. trafficking;
h. torture;
i. any crime involving the use, or threatened use, of a weapon;
j. any crime involving the use, or threatened use, of force and/or violence;
k. Making threats to take, remove, harm, abduct, kidnap, or conceal the Petitioner's minor child(ren).

D. **Required findings to enter PPO ex parte**. Prior to entering a PPO ex parte, the Tribal Court must make a finding based on testimony and/or other relevant evidence from the Petitioner

that:

1. Petitioner requested an ex parte PPO; and

2. Respondent committed one or more of the acts listed in subsection (C); and

3. The delay caused by failing to grant the PPO ex parte would result in irreparable injury, loss, or damage to the Petitioner or notice of a hearing or of the request itself would precipitate adverse action before the PPO could be issued.

E. Evidence for ex parte PPO; Consideration by Tribal Court. The Tribal Court may consider the following when determining whether to grant or deny an ex parte PPO:

1. Medical reports of injuries;

2. Police reports;

3. Pictures of injuries;

4. Evidence of damage to household, personal items or vehicles;

5. Copies of relevant criminal convictions of the Respondent;

6. A personal diary or calendar documenting abuse;

7. Email, social media or text messages;

8. Affidavits from witnesses.

F. Provisions applicable to ex parte PPOs. An ex parte PPO is effective when it is signed by the judge and is immediately enforceable whether or not the Respondent has received notice of the PPO. The following information shall be noted in bold or capital letters on the *ex parte* order "Advising the Respondent that":

1. "You have the right to request a hearing to contest the ex parte PPO or any condition of the PPO, within 14 days".

2. "The *ex parte* order shall remain in effect until it expires or is dismissed by the Court."

3. "If you fail to request a hearing regarding the PPO, then you lose any right to contest the ex parte PPO".

4. "When the hearing is set, if you fail to appear, the ex parte PPO will stay in effect."

G. Conditions of PPO. After determination that a PPO should be issued, the Tribal Court may impose any of the following conditions as part of a PPO:

1. Prohibit the Respondent from threatening to physically harm, injure or kill Petitioner and/or the Petitioner's minor child(ren)

2. Prohibit the Respondent from threatening to commit, or committing, acts of harassment against the Petitioner or other family or household members;

3. Prohibit the Respondent from harassing, annoying, telephoning, contacting, or otherwise communicating with the Petitioner, either directly or indirectly through a third-party including minor children, except as otherwise required or permitted by court order;

4. Prohibit the Respondent from appearing at, or entering the home of the Petitioner and/or the Petitioner's minor child(ren);

5. Prohibit the Respondent from appearing at any location where the Petitioner is likely to be, including:

a. the Petitioner's school;
b. the school where the Petitioner's minor child(ren) attend;
c. the Petitioner's place of employment;

d. a specified place frequented regularly by the Petitioner.

6. Prohibit the Respondent from approaching, confronting, or following the Petitioner in a public place or on private property;

7. Prohibit the Respondent from placing an object on, or delivering an object to, property owned, rented, leased, or occupied by the Petitioner or the Petitioner's workplace;

8. Prohibit the Respondent from interfering with the Petitioner at her/his place of employment or education or engaging in conduct that impairs her/his employment or educational relationship or environment;

9. Prohibit the Respondent from purchasing or possessing a firearm;

10. Prohibit the Respondent from having access to information in records concerning a minor child of Petitioner and Respondent that will reveal Petitioner's address, telephone number, or employment address or other contact information or that will reveal the child's address, telephone number, or other contact information;

11. Prohibit the Respondent from interfering with or destroying property owned by the Petitioner.

H. Additional conditions for domestic PPOs. The Tribal Court may impose the following additional conditions in domestic PPO orders:

1. Prohibit the Respondent from entering the joint residence;

2. Prohibit the Respondent from removing property from the joint residence, unless otherwise ordered by the Court;

3. Prohibit the Respondent from taking, hiding or destroying joint property;

4. Prohibit the Respondent from denying Petitioner access to minor child(ren) of the

Respondent and Petitioner;

I. Required Notifications. PPOs issued by the Tribal Court shall contain the following notices:

1. Inform the Respondent that a violation of these conditions may result in her/his immediate arrest. Responding to contact or invitation initiated by the Petitioner may result in the Respondent violating the PPO and the Respondent may be arrested for the violation.

2. Inform the Respondent that as a result of this order, federal, tribal and/or state law may prohibit her/him from possessing or purchasing ammunition or a firearm.

3. Inform the Respondent that he/she may file a motion to modify or terminate this order. This particular notice must inform the Respondent that if the order was entered ex parte, the motion must be filed within 14 days after being served with or receiving actual notice of the order. This particular notice must inform the Respondent that forms and instructions are available from the court clerk.

4. State clearly the effective date of the order and when the order expires.

5. State clearly the potential penalties for violation of the order.

6. State clearly that the PPO is effective until the expiration date or until further order of the Tribal Court.

J. Transmission of PPO to law enforcement agencies, explanation of PPO to parties; notification. Following the issuance of a PPO the Tribal Court shall do the following:

1. Cause the order to be delivered to Tribal Law Enforcement or other appropriate person(s) and/or agency for service and entry into the Law Enforcement Information System (LEIN) system;

2. Make reasonable efforts to ensure that the PPO is understood by the Petitioner, and if present, the Respondent; and

3. Transmit, by the end of the next business day after the order is issued, a copy of the PPO to the local law enforcement agency or other agencies designated by the Petitioner.

4. Notify the Petitioner upon receipt of the proof of service of the PPO.

(Source: WOS 2020-014, May 22, 2020, Section IV)

9.1105 HEARINGS

A. Notice. Upon receiving any request for a hearing, either requesting a PPO or contesting a PPO, the Tribal Court shall hold a hearing with 10 business days. The Tribal Court shall provide at least seven (7) days' notice of any hearing held pursuant to this Statute. Notice shall be provided in accordance with the Tribal Court Rules of Civil Procedure unless otherwise provided for in this Statute**.**

B. **Presentation of witnesses, evidence; right to cross examine.** The Petitioner and Respondent will each have the opportunity to present testimony and evidence, including witness testimony. The Petitioner and the Respondent may have the court issue and serve subpoenas for witnesses to attend the hearing.

C. **Attendance of parties not required**. The Tribal Court may proceed with the hearing in the absence of either party.

D. After the Hearing the Court may confirm the terms of the ex parte order; or modify or amend the order. Additionally, the Court may order civil assistance, or a mutually agreed upon third party involvement so that either the Petitioner or Respondent may be able to access personal property or property of the minor children as appropriate. The order shall include reasonable dates, times, and locations for transfer of possessions.

(Source: WOS 2020-014, May 22, 2020, Section V)

9.1106 ARREST FOR VIOLATIONS OF ORDERS

A. When a law enforcement officer has probable cause to believe that a Respondent has violated a court Protection Order or No Contact Order, the officer may, without a warrant, arrest the apparent violator whether or not the violation was committed in the presence of the officer.

(Source: WOS 2020-014, May 22, 2020, Section VI)

9.1107 IMMUNITY

A. Any law enforcement officer shall have immunity from any liability, civil or criminal, in making arrests or exercising any other authority granted under this Statute, if the law enforcement officer acts within the scope of his/her authority.

B. Law enforcement officers shall have the same immunity with respect to participation in any court proceedings resulting from arrests made for any crimes or violations involving a PPO.

(Source: WOS 2020-014, May 22, 2020, Section VII)

9.1108 CONFIDENTIALITY OF PETITIONER'S ADDRESS

A. The address of a Petitioner is confidential. Law enforcement, criminal justice personnel, probation and advocates shall not reveal the Petitioner's address

B. A Petitioner may omit her or his address from all documents filed with the Court. If a Petitioner omits her or his address, the Petitioner must provide the Court a mailing address or, in the event the Petitioner is utilizing advocacy services, the name of an advocate that has the ability to contact the Petitioner. If disclosure of Petitioner's address is necessary to determine jurisdiction the Court may order the disclosure to be made:

1. After receiving the Petitioner's consent;

2. Orally and in chambers, out of the presence of the Respondent and a sealed record may be made; or

3. After a hearing, if the Court takes into consideration the safety of the Petitioner and finds such disclosure is in the interest of justice.

(Source: WOS 2020-014, May 22, 2020, Section VIII)

9.1109 MUTUAL PROTECTION ORDERS PROHIBITED

The Court shall not grant mutual Protection Orders. This does not preclude each of the parties from pursuing a PPO individually against the other party.

(Source: WOS 2020-014, May 22, 2020, Section IX)

9.1110 PETITIONER CANNOT VIOLATE THEIR OWN PROTECTION ORDER

A Petitioner cannot be considered by any invitation as having violated, or be subject to arrest for a violation of, their own Protection Order.

(Source: WOS 2020-014, May 22, 2020, Section X)

9.1111 TRIBAL REGISTRY FOR PROTECTION ORDERS

A. To ensure the proper and timely enforcement of all LTBB Tribal Protection Orders, and any foreign orders falling within its purview and jurisdiction, the LTBB Tribal Court shall provide for a registry that shall be a record of all Protection Orders issued by or registered with the LTBB Tribal Court. The Court Clerk shall provide the law enforcement dispatch centers with certified copies of Protection Orders within the same day of issuance.

B. The Court shall coordinate with, and ensure that any LTBB Tribal Protection Orders are submitted to any other registries, whether federal, state, Tribal, or local, for the purpose of enhancing full faith and credit enforcement of all Protection Orders, including provisions to enter the Protection Orders in the National Crime Information Center (NCIC) database.

C. The Court Clerk shall also immediately provide the dispatch centers and designated registry with certified copies and information concerning any modifications, revocations,

withdrawals, and/or expired, Protection Orders.

D. The Court shall provide that information contained in the registry shall be available on a 24-hour basis to any court, law enforcement agency, or domestic violence program.

(Source: WOS 2020-014, May 22, 2020, Section XI)

9.1112 DURATION, VIOLATIONS OF PPO, SANCTIONS, HEARING

A. PPOs may be issued for up to 1 year in duration. Petitioner may file a Petition to renew the PPO towards the end of the period if circumstances exist warranting an extension. Except as provided in Section VII. C and Section VIII. (Domestic Violence PPOs), violations of non-domestic violence PPOs are punishable as criminal contempt of court and are to be heard by the court.

B. There is no right to a jury trial.

C. An individual found violating a non-domestic violence PPO by the court may be sentenced to a maximum of ninety (90) days in jail and/or a $500.00 fine for each violation. Domestic Violence PPO violations in Section VII. C and Section VIII. are considered crimes, punishable up to a year in jail and up to a $5,000 fine, with the right of a jury trial attaching.

D. The standard of proof at any PPO violation hearing is beyond a reasonable doubt, and the rules of evidence apply.

(Source: WOS 2020-014, May 22, 2020, Section XII)

9.1113 REGULATIONS REQUIRED

Regulations shall be developed by the Executive Branch and presented to Tribal Council for approval in accordance with the Administrative Procedures Act that includes, but not limited to, clearly defining the rights, responsibilities, and requirements of the Petitioner and Respondent during the issuance, continuation and termination of a PPO.

(Source: WOS 2020-014, May 22, 2020, Section XIII)

9.1114 SEVERABILITY CLAUSE

If any clause, section or part of this Statute is found to be unconstitutional, such a finding shall not render invalid the remainder thereof, but shall be confined in its operation to the offending section.

(Source: WOS 2020-014, May 22, 2020, Section XIV)

9.1115 EFFECTIVE DATE

This Statute is effective upon the signature of the Executive, or 30 days from submission to the Executive branch, or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2020-014, May 22, 2020, Section XV)

9.1116 OTHER RELATED STATUTES

See WOS 2009-009 Sex Offense, Crime and Criminal Code, Victims' Rights Statute, Domestic Violence, or as may be amended.

(Source: WOS 2020-014, May 22, 2020, Section XVI)

Chapter 12. Medical Marijuana Patient Protection

9.1201 SHORT TITLE

This Statute shall be cited as the 'LTBB Medical Marijuana Patient Protection Act.'

(Source: WOS 2011-002, February 8, 2011, Sections I)

9.1202 PURPOSE

The purpose of this Statute is to provide protection for LTBB Tribal Citizens or others that would otherwise be approved under State of Michigan law for patient utilization of medical marijuana.

(Source: WOS 2011-002, February 8, 2011, Sections II)

9.103 DEFINITIONS

A. "Qualifying patient" means a person who has been diagnosed by a physician as having a debilitating medical condition and who has been issued and possesses a State of Michigan registry identification card.

B. "Tribal Lands" means property either owned or leased by the Tribe or property that is held in trust for the benefit of the Tribe.

C. The "Tribe or LTBB" shall mean the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2011-002, February 8, 2011, Sections III)

9.1204 LTBB TRIBAL CODE

A. It shall be legal for Tribal Citizens and others on Tribal lands to obtain, possess, transport, manufacture or use medical marijuana, provided the following:

1. The individual is a qualifying patient and has been issued and possesses a registry identification card under applicable laws of the State of Michigan;

2. The individual is a caregiver as authorized under State of Michigan law, to obtain, possess, transport within the State of Michigan, or manufacture medical marijuana from obtaining, possessing, transporting within Tribal Lands, or manufacturing medical marijuana on an qualifying patient's behalf; or

3. Is a pharmacy or other entity authorized under State of Michigan law, to distribute medical marijuana to qualifying patients from obtaining, possessing or distributing medical marijuana to such qualifying patients on Tribal Lands.

B. No provision of the Tribal Code shall prohibit or otherwise restrict an entity authorized by the State of Michigan, in which medical marijuana may be prescribed or recommended by a physician for medical use, for the purpose of producing medical marijuana for prescription or recommendation by a physician for medical use from producing, processing, or distributing medical marijuana for such purpose.

(Source: WOS 2011-002, February 8, 2011, Sections IV)

9.1205 RELATION TO CERTAIN PROHIBITIONS OF SMOKING

This Statute does not affect any Tribal law regulating or prohibiting smoking in public.

(Source: WOS 2011-002, February 8, 2011, Sections V)

9.1206 REGULATIONS

The Executive may develop regulations necessary to carry out the intent of this Statute; such regulations may allow Tribal entities, Tribal employers and other entities within the Tribe's jurisdiction to place appropriate limits or prohibitions on the use or possession of medical marijuana. Such regulations shall be submitted to Tribal Council for approval.

(Source: WOS 2014-003, March 21, 2014, Sections VI)

9.1207 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2011-002, February 8, 2011, Sections VII)

9.1208 EFFECTIVE DATE

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2011-002, February 8, 2011, Sections VIII)

Chapter 13. Contempt of Court

9.1301 SHORT TITLE

This Statute shall be known and cited as the Little Traverse Bay Bands of Odawa Indians "Contempt Statute" and repeals and replaces WOS 2010-004 Contempt of Court.

(Source: WOS 2018-001, February 13, 2018, Section I)

9.1302 PURPOSE

The purpose of this Statute is to provide the Court with statutory authority to adjudicate persons or corporations who may have committed a contemptible act in the presence of the Court or outside of the presence of the Court, which is a civil infraction.

(Source: WOS 2018-001, February 13, 2018, Section II)

9.1303 DEFINITIONS

A. "Contemnor" means a person or corporation who is responsible for Contempt of Court.

B. "Direct Contempt" or "Direct Contempt of Court" means a contempt committed in the presence of the Judge presiding in Court or so near to the Judge as to interrupt the Court's

proceedings.

C. “Indirect Contempt” or “Indirect Contempt of Court” means a contempt committed outside of the presence of a Judge.

D. “Contempt to Compel” is when a Court finds a person or corporation responsible for failure to comply with a Court order and seeks to compel compliance through contempt remedies.

E. “Indigent person” means a person who qualifies for public assistance.

F. “LTBB Reservation” means all lands and waters as described in the LTBB Constitution Article III (H).

G. “Officer of the Court” means any person who has an obligation to promote justice and effective operation of the judicial system, including, but not limited to, attorneys who appear in Court, bailiffs, clerks, law enforcement officers, bail bondsmen/women, coroners, other Court personnel, and all persons in any manner elected or appointed to perform any judicial or ministerial services.

H. “Movant” means the party who files a motion to request a hearing to determine if a person or corporation shall be held in Contempt.

I. “Tribe" or "LTBB” means the Waganakising Odawa, also known as the Little Traverse Bay Bands of Odawa Indians.

J. “Tribal Court” or “Court” means the LTBB Court created under Article IX of the LTBB Constitution.

(Source: WOS 2018-001, February 13, 2018, Section III)

9.1304 JURISDICTION

This Statute shall apply to all persons or corporations over whom the Tribe exercises

jurisdiction.

(Source: WOS 2018-001, February 13, 2018, Section IV)

9.1305 CONTEMPT OF COURT

A. Contempt of Court shall include any of the following:

1. Willful behavior committed during the sitting of a Court with the intent to interrupt its proceedings.

2. Willful behavior committed during the sitting of a Court and in the Court's presence that is disrespectful to either the Judge, the Court, any juror or witness, or any Officer of the Court.

3. Willful disobedience of, resistance to, or interference with a lawful Court process, order, directive, or instruction or the execution of same.

4. Willful refusal to be sworn or affirmed as a witness, or, when so sworn or affirmed, willfully refuses to answer any legal and proper question when the refusal is not legally justified.

5. Willful or grossly negligent failure by an Officer of the Court to perform his or her duties in an official transaction.

6. Willful or grossly negligent failure to comply with schedules and practices of the Court resulting in substantial interference with the business of the Court.

7. Failure to comply with an order of a Court.

B. In order to find Contempt of Court, the Court must find that the act or omission was willfully or negligently contemptuous by clear and convincing evidence; or the act or omission was preceded by a clear warning by the Court that the conduct is improper.

C. Unless otherwise indicated in this statute, the Court must use the least restrictive measures the Court believes is appropriate which may include, but are not limited to a fine, compensatory remedies, community service or confinement to jail for a period of no longer than seven (7) days.

(Source: WOS 2018-001, February 13, 2018, Section V)

9.1306 CORPORATION IN CONTEMPT

An order against a corporation for willful disobedience may be enforced by one or more of the following:

A. Imposition of a fine upon the corporation.

B. Imprisonment of one or more directors or officers of the corporation;

C. Imposition or a fine upon one or more directors or officers of the corporation.

(Source: WOS 2018-001, February 13, 2018, Section VI)

9.1307 PROCEEDINGS FOR CONTEMPT

A. Direct Contempt. The presiding Judge may summarily impose measures in response to Direct Contempt when necessary to restore order or to maintain the dignity and authority of the Court.

1. The measures should be imposed substantially contemporaneously with the contempt.

2. Before imposing measures, the Judge must give the person or corporation charged with contempt summary notice of the charges, warn them of the potential legal sanctions, and give a summary opportunity to respond, unless doing so would compromise the safety of the Court.

3. A contempt order must recite the facts, be signed by the Judge, and served upon the Contemnor.

4. The Court must give notice to the Contemnor of their right to a show cause hearing to be held within forty-eight (48) hours of confinement to jail or any place of confinement that a person cannot leave on their own volition.

5. The Court shall hold a show cause hearing within forty-eight (48) hours of confinement to jail or any place of confinement that a person cannot leave on their own volition, unless waived by the Contemnor. If the Contemnor does not waive their right to a show cause hearing, and a show cause hearing is not held within forty-eight (48) hours, the Contemnor shall be immediately be released from confinement to jail or any place of confinement that a person cannot leave on their own volition.

B. Indirect Contempt. The presiding Judge may, after a show cause hearing, impose measures in response to Indirect Contempt of the Court.

1. Movant. A motion to request a that a person be held in contempt may be brought forth by any of the following:

a. A party whose interests are harmed by the alleged Contemnor.
b. The Court.
c. A Prosecutor.
d. Other lawful officer of the Court.

2. The Court must provide written notice of the alleged Indirect Contempt and possible ramifications.

3. A separate hearing (Show Cause Hearing), with written notice of the hearing, must be held to determine if the person or corporation shall be held in Contempt.

C. Indirect Contempt of the Court Proceedings. All alleged Contemnors retain the right of legal representation at his or her own expense at a Show Cause Hearing unless the Court is

considering jail time. In that instance, if the alleged Contemnor is indigent, the Court shall appoint an attorney to represent him/her at the Court's expense.

1. The alleged Contemnor may not be compelled to be a witness against himself or herself in the hearing.

2. All alleged Contemnors have the right to make a statement to the Court in their defense.

3. No right to a jury trial exists under this Ordinance.

4. At the conclusion of the hearing, the Judge must enter a finding as to whether the person or corporation is responsible for Indirect Contempt of Court. If a person or corporation is found to be responsible for Indirect Contempt of Court, the Judge must make findings of fact and enter a judgment.

5. A contempt order must recite the facts, be signed by the Judge, and served upon the Contemnor.

D. Contempt to Compel- Failure to Comply with an Order of a Court

1. The Movant must demonstrate the presence of an otherwise valid process, order, or directive of the Court.

2. The Movant must show that the alleged Contemnor had actual or constructive knowledge of the process, order, or directive, or failed to have notice due to his/her own negligence.

3. The Movant must demonstrate that the authority, process, order, or directive of the Court has been violated by the alleged Contemnor through clear and convincing evidence.

4. The Movant must show that either that the act or omission was willfully or negligently contemptuous by clear and convincing evidence; or the act or omission was preceded by a clear warning by the Court that the conduct is improper.

5. The Judge presiding over the hearing may appoint a member of the bar to represent the Court in hearings for indirect contempt.

6. The alleged Contemnor may move to dismiss the order.

7. If the Court finds a person or corporation responsible for failure to comply with a Court Order and seeks to compel compliance through contempt, the Court must use the least restrictive measures that the Court believes will be effective which may include, but are not limited to a fine, compensatory remedies, community service or confinement to jail.

8. If Contemnor is confined to jail for Contempt to Compel it shall only be for the purpose to coerce compliance with an order of the Court.

9. The Contemnor must be released when his or her contempt no longer continues.

10. The order of the Court must specify how the Contemnor may purge himself or herself of the contempt.

11. The Judge may at any time withdraw, terminate, or reduce a sentence of imprisonment, or remit or reduce a fine imposed as punishment for contempt, if warranted.

12. A person or corporation who fails to comply with a Court Order and is found responsible under Contempt to Compel may be held in contempt as long as:

a. The order remains in force;

b. The purpose of the order may still be served by compliance with the order; and

c. The person to whom the order is directed is able to comply with the order or is able to take reasonable measures that would enable him to comply with the order.

13. The Contemnor must be released when his or her contempt no longer continues. The order of the Court holding a person in contempt must specify how the person may purge himself or herself of the contempt.

a. Upon finding compliance with the specifications, the Judge should order the release of the person as soon as it is reasonably possible.

14. On motion of the Contemnor, the Court must determine if he or she is subject to release and, on an affirmative determination, order the release. The motion must be directed to the Judge who found contempt. If that Judge is unavailable, another Judge of the Court can approve release.

(Source: WOS 2018-001, February 13, 2018, Section VII)

9.1308 UNIFORMITY CLAUSE

Any other provision of Tribe's law providing for the exercise of contempt shall comply with the substantive and procedural requirements of this law.

(Source: WOS 2018-001, February 13, 2018, Section VIII)

9.1309 APPEALS

A. Any Order of Contempt is automatically appealable.

B. Appeal of Contempt Order.

1. Applicable Law. All appeals of a finding of contempt shall follow the Court's Rules of Appellate Procedure.

2. Limited Issues on Appeal. In the event the alleged Contemnor fails to respond or challenge the merits of underlying process, order, or directive to the Court which issued the contempt, a challenge to the validity of the process, order, or directive is barred on appeal.

3. The only appealable question in such cases shall be the validity of the contempt order itself.

C. Representation.

1. The Contemnor shall retain all rights to legal representation upon appeal at his or her own expense.

2. The Court which issued the Order of Contempt shall be represented on appeal by legal counsel appointed by the Legislature.

(Source: WOS 2018-001, February 13, 2018, Section IX)

9.1310 STATUTE OF LIMITATIONS

Any finding of Contempt must be within one (1) year of the Contemptuous act.

(Source: WOS 2018-001, February 13, 2018, Section X)

9.1311 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this Statute is found by a Court of competent jurisdiction to violate the Constitution, laws, ordinances or statutes of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this Statute, the entirety of the balance of the Statute to remain in full and binding force and effect.

(Source: WOS 2018-001, February 13, 2018, Section XI)

Chapter 14. Human Trafficking Statute

9.1401 SHORT TITLE

This Statute may be cited as the "Human Trafficking Statute".

(Source: WOS 2018-011, August 15, 2018, Section I)

9.1402 PURPOSE

The purpose of this Statute is to set forth the Tribe's jurisdiction and sovereign right to exercise its power to deem certain acts as criminal and prohibit Human Trafficking.

(Source: WOS 2018-011, August 15, 2018, Section II)

9.1403 DEFINITIONS

A. "Adult" means any person over eighteen (18) years of age for purposes of criminal jurisdiction.

B. Business entity" means a person other than an individual.

C. "Coercion", for the purposes of this Statute, means any of the following:

9. the use or threat of force against, abduction of, serious harm to, or physical restraint of an individual;

10. the use of a plan, pattern, or statement with intent to cause an individual to believe that failure to perform an act will result in the use of force against, abduction of, serious harm to, or physical restraint of an individual;

11. the abuse or threatened abuse of law or legal process;

12. controlling or threatening to control an individual's access to a controlled substance. "Controlled substance" is defined and described in the Uniform Controlled Substances Act, 21 U.S.C. Section 812, as updated, and any controlled substance defined in that Act that is mixed with or contains any of the following unless use and/or possess is defined or reclassified by federal or Tribal law;

13. the destruction of, taking of, or the threat to destroy or take an individual's identification document or other property;

14. use of debt bondage;

15. the use of an individual's physical or mental impairment, where such impairment has substantial adverse effects on the individual's cognitive or volitional functions;

16. threat of loss of reputation by threating exposure of sexually explicit image or images; or

17. the commission of civil or criminal fraud.

D. "Commercial sexual activity" means sexual activity for which anything of value is given to, promised to, or received by a person.

E. "Debt bondage" means inducing an individual to provide:

1. commercial sexual activity in payment toward or satisfaction of a real or purported debt; or

2. labor or services in payment toward or satisfaction of a real or purported debt if:

a. the reasonable value of the labor or services is not applied toward the liquidation of the debt; or

b. the length of the labor or services is not limited and the nature of the labor or services is not defined.

F. "Identification document" means a passport, driver's license, immigration document, travel document, or other government-issued identification document, including a document issued by a foreign government.

G. "Indian" means a person who is a citizen of a federally recognized Indian Tribe.

H. "Indian Tribe" means any federally recognized Tribe.

I. "Labor or services" means activity having economic value.

J. "Minor" or "Juvenile" means an individual who has not attained the age of eighteen (18) years.

K. "Person" means an individual, estate, business or nonprofit entity, or other legal entity. The term does not include a public corporation, government or governmental subdivision, agency, or instrumentality.

L. "Non-Indian" means any person who is not a citizen of a federally recognized Indian Tribe.

M. "Public corporation" means an entity that is:

1. owned by a government, or a governmental subdivision, agency, or instrumentality; or

2. created to perform a governmental function or to operate under the control of a government or governmental subdivision, agency, or instrumentality.

N. "Serious harm" means harm, whether physical or nonphysical, including psychological, economic, or reputational, to an individual which would compel a reasonable

individual of the same background and in the same circumstances to perform or continue to perform labor or services or sexual activity to avoid incurring the harm.

O. "Sexual activity" or "Sexual act" means:

1. contact between the penis and the vulva or the penis and the anus, and for purposes of this subparagraph contact involving the penis occurs upon penetration, however slight;

2. contact between the mouth and the penis, the mouth and the vulva, or the mouth and the anus;

3. the penetration, however slight, of the anal or genital opening of another by a hand or finger or by any object, with an intent to abuse, humiliate, harass, degrade, or arouse or gratify the sexual desire of any person; or

4. the intentional touching, not through the clothing, of the genitalia of another person who has not attained the age of 16 years with an intent to abuse, humiliate, harass, degrade, or arouse or gratify the sexual desire of any person;

P. "State" means a state of the United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States.

Q. "Territorial jurisdiction of the Little Traverse Bay Bands of Odawa Indians" means "areas referenced in Public Law 103-324, 25 U.S.C. Section 1300k-2(b)(2)(A) as the boundaries *of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat. 621*." Little Traverse Bay Bands Constitution, Article V(A)(1)(a).

R. "Tribal Court" means the Little Traverse Bay Bands of Odawa Indians Tribal Court.

S. "Tribal Citizen" means a person who is an enrolled citizen of the Little Traverse Bay Bands of Odawa Indians.

T. "Tribe" means the Little Traverse Bay Bands of Odawa Indians or LTBB.

U. "Victim" means an individual who is subjected to human trafficking or to conduct that would have constituted human trafficking had this Statute been in effect when the conduct occurred, regardless of whether a perpetrator is identified, apprehended, prosecuted, or convicted.

V. "Youth in transition" or "YIT" means a youth who has been placed in a supervised foster care placement after his/her 14th birthday, and meets all other criteria, is eligible for YIT-funded goods and services until his/her twenty-first (21st) birthday.

(Source: WOS 2018-011, August 15, 2018, Section III)

9.1404 CRIMINAL JURISDICTION

D. Criminal jurisdiction of the Tribe extends to adult LTBB citizens and adult citizens of Federally Recognized Tribes, however, upon motion of the Tribal Prosecutor the Judge has the discretion to try a minor as an adult.

E. The Indian Civil Rights Act (ICRA), 25 U.S.C. Section 1302, was enacted by Congress in 1968. The Tribe's jurisdiction is limited to punishments that may impose up to a one (1) year jail term and a fine up to $5,000.00.

F. TLOA, PL 111-211, was enacted by Congress in 2013. The Tribe's jurisdiction is extended to punishments that may impose up three (3) years imprisonment and a fine up to $15,000.00, up the enactment of a Tribal Council Resolution.

G. Minor Immunity. An individual who was a minor at the time of the offense is not criminally liable or subject to a juvenile delinquency proceeding for committing acts of sexual servitude or commercial sexual activity and other non-violent offenses committed as a direct result of being a victim of human trafficking such as forgery, possession of stolen property, shoplifting, or uttering worthless checks and shall be presumed to be a child in need of services under Child Welfare Statutes. The immunities granted does not apply in a prosecution for

patronizing a victim of sexual servitude.

(Source: WOS 2018-011, August 15, 2018, Section IV)

9.1405 TRAFFICKING AN INDIVIDUAL

B. A person commits trafficking an individual if the person knowingly facilitates, directs, arranges, recruits, transports, transfers, harbors, receives, provides, obtains, isolates, maintains, or entices an individual in furtherance of:

1. forced labor in violation of Section VI; or

2. sexual servitude in violation of Section VII.

C. Trafficking of an individual is a crime that is punishable up to the Tribe's maximum jurisdiction and is a felony.

(Source: WOS 2018-011, August 15, 2018, Section V)

9.1406 FORCED LABOR

A person commits forced labor if the person knowingly uses coercion to compel an individual to provide labor or services, except where such conduct is permissible under federal law or Tribal law.

(Source: WOS 2018-011, August 15, 2018, Section VI)

9.1407 SEXUAL SERVITUDE

A. A person commits sexual servitude if the person knowingly:

1. maintains or makes available a minor for the purpose of engaging the minor in commercial sexual activity; or

2. uses coercion or deception to compel an adult to engage in commercial sexual activity.

B. It is not a defense in a prosecution under subsection A.1 that the minor consented to engage in commercial sexual activity or that the defendant believed the minor was an adult.

(Source: WOS 2018-011, August 15, 2018, Section VII)

9.1408 PATRONIZING A VICTIM OF SEXUAL SERVITUDE

A. A person commits patronizing a victim of sexual servitude if the person knowingly gives, agrees to give, or offers to give anything of value so that an individual may engage in commercial sexual activity with another individual and the person knows that the other individual is a victim of sexual servitude.

B. A person commits patronizing a minor if:

1. with the intent that an individual engages in commercial sexual activity with a minor, the person gives, agrees to give, or offers to give anything of value to a minor or another person so that the individual may engage in commercial sexual activity with a minor; or

2. the person gives, agrees to give, or offers to give anything of value to a minor or another person so that an individual may engage in commercial sexual activity with a minor.

D. Patronizing a victim of sexual servitude is a crime that is punishable up to the Tribe's maximum jurisdiction and is a felony.

(Source: WOS 2018-011, August 15, 2018, Section VIII)

9.1409 BUSINESS ENTITY LIABILITY

A. A business entity may be prosecuted for an offense under this Statute if:

1. the entity knowingly engages in conduct that constitutes human trafficking; or

2. an employee or nonemployee agent of the entity engages in conduct that constitutes human trafficking and the commission of the offense was part of a pattern of illegal activity under this Statute for the benefit of the entity, which the entity knew was occurring and failed to take effective action to stop.

B. The court may consider the severity of a business entity's offense under this Statute and order penalties in addition to those otherwise provided for the offense, including:

1. a fine of the maximum amount allowed under the Tribe's jurisdiction;

2. disgorgement of profit from illegal activity in violation of this Statute; and

3. debarment from Tribal government or enterprise contracts.

(Source: WOS 2018-011, August 15, 2018, Section IX)

9.1410 AGGRAVATING CIRCUMSTANCE

An aggravating circumstance during the commission of an offense of trafficking an individual, forced labor, or sexual servitude of this Statute occurs when the defendant recruited, enticed, or obtained the victim from a shelter designed to serve victims of human trafficking, victims of domestic violence, victims of sexual assault, runaway youth, youth in transition, a ward of the court, foster children, or the homeless. If the trier of fact finds that an aggravating circumstance occurred, the defendant may be punished up to the Tribe's maximum jurisdiction and is a felony.

(Source: WOS 2018-011, August 15, 2018, Section X)

9.1411 RESTITUTION

A. The court may order a person convicted of an offense of trafficking an individual, forced labor, or sexual servitude of this Statute to pay restitution to the victim even if the victim is unavailable to accept payment of restitution. Such restitution may be directed to tribal victim programs that help human trafficking victims

B. The court may also allow for a separate civil cause of action for the following:

1. Non-monetary loss of pain and suffering;

2. reasonable attorney's fees and costs; and

3. an amount equal to the greatest of the following, with no reduction for expenses the defendant incurred to maintain the victim:

a. the gross income to the defendant for, or the value to the defendant of, the victim's labor or services or sexual activity;

b. the amount the defendant contracted to pay the victim; or

c. the value of the victim's labor or services or sexual activity, calculated under the minimum wage and overtime provisions of the WOS 2008-011 Fair Employment Statute, as amended, even if the provisions do not apply to the victim's labor or services or sexual activity.

C. Damages awarded to the victim under a civil cause of action must be offset by any restitution paid to the victim pursuant to section A.

(Source: WOS 2018-011, August 15, 2018, Section XI)

9.1412 STATUTE OF LIMITATIONS

A. There is no statute of limitations on criminal prosecution for an offense under this Statue.

B. Any civil cause of action must be commenced not later than ten (10) years after the later of the date on which the victim:

1. was freed from the human trafficking situation; or

2. attained 18 years of age.

(Source: WOS 2018-011, August 15, 2018, Section XII)

9.1413 VICTIM'S PROTECTIONS

A. In an investigation of or a prosecution for an offense under this Statute, Law Enforcement officers and Prosecutor shall keep the identity and pictures or images of the victim and the victim's family confidential, except to the extent that disclosure is necessary for the purpose of investigation or prosecution; is required by law or court order; or is necessary to ensure provision of services and benefits for the victim and the victim's family.

B. In order to convict a person of any offense defined in this Statute it shall not be necessary that the testimony of the alleged victim be corroborated.

C. Evidence of the victim's past sexual behavior including but not limited to: the victim's marital history, divorce history, or general reputation for promiscuity, non-chastity, or sexual mores contrary to tribal community standards is inadmissible on the issue of credibility and is inadmissible to prove the victim's consent except as follows:

1. The perpetrator and the victim have engaged in sexual intercourse with each other in the past, and when the past behavior is material to the issue of consent, evidence concerning the past behavior between the perpetrator and the victim may be admissible on the issue of consent to the offense.

2. The Tribal Court shall hold a hearing out of the presence of the jury, if any, and the hearing shall be closed except to the necessary witnesses, the defendant, counsel, and those who have a direct interest in the case or in the work of the court.

3. Nothing in this section shall be construed to prohibit cross-examination of the victim on the issue of past sexual behavior when the Prosecution presents evidence in its case in chief tending to prove the nature of the victim's past sexual behavior, but the court may require a hearing concerning such evidence.

E. If the victim is a minor, the Tribal shall provide victim services to the minor if such services are available.

F. Any other rights as provided by the Tribe's Victim's Rights Statute.

(Source: WOS 2018-011, August 15, 2018, Section XIII)

9.1414 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2018-011, August 15, 2018, Section XIV)

9.1415 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2018-011, August 15, 2018, Section XV)

9.1416 OTHER RELATED STATUTES

See Crimes Statute; Sex Offense Statute; Sex Offender Registration and Notification Statute; Felony Defined Statute; Domestic Violence Statute; Victim's Rights Statute; Personal Protection Orders and No Contact Orders and Violations of Protective Order; or as may be amended.

(Source: WOS 2018-011, August 15, 2018, Section XVI)

Chapter 15. Protection of Employees From Supervisors That Have Committed A Crime of Domestic Violence or Sexual Harassment Statute

9.1501 PURPOSE

The purpose of this statute is to protect employee from persons in supervisory or management positions that have commited a domestic violence crime or Sexual Harassment. The Tribe recognize employees working for the Tribal government or enterprise may be harmed from persons in management or supervisory positions who have committed a crime of domestic violence or an act of Sexual Harassment.

(Source: WOS 2019-003, April 24, 2019, Section I)

9.1502 DEFINITIONS

A. "Crimes of Domestic Violence" means such crimes as set forth in WOS 2015-018, Domestic Violence Statute.

B. "Enterprise or Business" means an economic enterprise, including related ancillary enterprises and activities that is wholly owned by the Little Traverse Bay Bands of Odawa Indians.

C. "Sexual Harassment" means such acts as set forth in WOS 2008-011, Fair Employment Statute.

D. "Tribal Government" means the Executive, Legislative and Judicial branches of the Little Traverse Bay Bands of Odawa Indians government.

E. "Tribe" or **"LTBB"** shall mean the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2019-003, April 24, 2019, Section II)

9.1503 APPLICATION

A. Any person who has been convicted of a crime of domestic violence in any competent jurisdiction shall not be hired or promoted to a position of manager or supervisor, or a position that has managerial or supervisory duties over another person within the Tribal government or enterprises within seven (7) years of such conviction.

B. Any person, if known, who has been held responsible for sexual harassment by either a formal proceeding which may include an agency hearing, mediation or arbitration, or in a court of competent jurisdiction shall be not be hired or promoted to a position of manager or supervisor, or a position that has managerial or supervisory duties over another person within Tribal government or enterprises, within seven (7) years of such finding.

(Source: WOS 2019-003, April 24, 2019, Section III)

9.1504 BACKGROUND CHECKS

Any person or department who has the authority or duty to hire, assess, promote, investigate or license an employee, shall immediately complete a background check of all persons who are either being promoted or hired as a manager or supervisor to determine whether or not they are prohibited from holding such position in accordance with this Statute and shall take necessary actions to comply with this Statute.

(Source: WOS 2019-003, April 24, 2019, Section IV)

9.1505 REGULATIONS

Any regulations promulgated or required in accordance with this Statute shall follow the Administrative Procedures Act and be submitted to Tribal Council for approval.

(Source: WOS 2019-003, April 24, 2019, Section V)

9.1506 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2019-003, April 24, 2019, Section VI)

9.1507 EFFECTIVE DATE

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2019-003, April 24, 2019, Section VII)

9.1508 OTHER RELATED STATUTES

See Waganakising Odawak Statute (WOS) 2015-007 Tribal Government Human Resources Department, Waganakising Odawak Statute (WOS) 2011-005 Gaming Regulatory Statute, WOS 2014-005 Ziibimijwang, Inc. Statute, WOS 2009-018 Tribal Traditional Burial Board Statute, WOS 2018-014 Odawa Construction Corporation Statute, WOS 2009-024 Odawa Economic Development Management Inc. Statute, WOS 2015-018, Domestic Violence Statute, WOS 2008-011, Fair Employment Statute, or as may be amended.

(Source: WOS 2019-003, April 24, 2019, Section VIII)

TITLE X. LAND USE AND BUILDING

10.101 LAND USE RESOLUTIONS – CHANGED TO STATUTES

Chapter 1. Handicap Accessible New Construction

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians desires to make all Tribal

facilities handicap accessible whether or not required to do so by Federal law,

B. THEREFORE IT IS RESOLVED THAT all new construction of the Tribe be designed and constructed in a manner that is handicap accessible whenever required by law and even if not required by law wherever physically and financially feasible.

(Source: WOS 1995006, April 9, 1995, previously RESOLUTION #040995-01)

Chapter 2. Authorization of Traditional Activities on Osborne Road Property

A. WHEREAS the Tribe owns a parcel of property on Osborne Rd.;

B. WHEREAS the Tribe desires to make this property available for Traditional Tribal groups to use in their own ways while respecting the fact that this will remain Tribal land which does not belong to any individual or group;

C. THEREFORE IT IS RESOLVED THAT the LTBB Tribal Council supports and authorizes traditional Indian activities on the tribal land located at Osborne Rd. Groups which have scheduled activities on the land may set the criteria for participation on events they hold. Groups intending to use the property must contact the tribal office which shall maintain a calendar of scheduled events. Scheduling guidelines shall be developed as necessary and these guidelines must be presented to and approved by the Tribal Council.

(Source: WOS 1995014, September 24, 1995, Previously RESOLUTION #9249501)

Chapter 3. Zoning

Codification Note: Zoning WOS 2001-13 is Repealed and Replaced by WOS 2009-007 located in this Title at 10.601.

Chapter 4. Adoption of Updated Building Codes - Repealed

Codification Note: WOS 2002-02 Repealed in its entirety with Tribal Council Approval of REG-WOS 2009-007 061418-001 Building Codes Adoption Regulations, See Chapter 6 of this Title at

10.603(B) and 10.608(C)(5)

Codification Note: See Section 10.603(A and B) of this Title.

Chapter 5. Site Plan Review

Codification Note: Site Plan Review WOS 2005-05 is Repealed and Replaced by WOS 2009-007 located in this Title at 10.601.

Chapter 6. Land Use, Building Regulation, and Zoning Statute

10.601 SHORT TITLE

This Statute may be cited as the "Land Use Statute."

(Source: WOS 2009-007, March 8, 2009, Section I)

10.602 PURPOSE

The purpose of this Statute is to provide for the regulation of land use; set standards for the construction of buildings, structures, appurtenances, additions and decorations which may accompany them; and other developmental characteristics which may have an effect upon the public health, safety, and general welfare and have such regulated through the creation of the "Planning, Zoning and Building Department"

(Source: WOS 2009-007, March 8, 2009, Section II)

10.603 REPEAL OF PREVIOUS LEGISLATION, ABATEMENT, EXEMPTIONS, AND REGULATIONS

Amendment to Waganakising Odawak Statute 2009-007, Land Use, Building Regulation, And Zoning Statute. WOS 2009-007 repeals and replaces the Zoning Statute, WOS 2001-13; Building Code, WOS 2002-02; Site Plan Review, WOS 2005-05, as may have been amended, subject to the

following:

A. Non-Conforming Uses. The use of any dwelling, building, structure, land or premises which was in existence and permitted under Tribal law at the time of enactment of this Statute may be continued at the discretion of the owner thereof, even though such use does not conform to the provisions of this Statute.

B. Pending Actions and Abatement. Any Legislative change in this statute will extinguish penalties or liabilities accrued or incurred under the original law.

A. Exemptions.

1. A building permit is not required for ordinary repairs of a building or structure.

2. A building permit is not required for a building incidental to the use for agricultural purposes of the land on which the building is located if the building is not used in the business of retail trade. "Agricultural purposes" means pertaining to, connected with, or engaged in agriculture or tillage for the production of crops for the use of animals or humans, and includes, but is not limited to, storage of equipment or purposes related to agriculture, farming, dairying, pasturage, horticulture, floriculture, viticulture, and animal and poultry husbandry.

3. A qualifying roadside stand is exempt from the plumbing fixture requirements of any building code and is not required to have electric power. If a qualifying roadside stand has electric power, it must comply with the electrical code. A qualifying roadside stand must obtain a building permit. A "qualifying roadside stand" means a roadside stand that meets all of the following requirements:

a. Is used only for seasonal retail trade in agricultural products.

b. At least 50% of the agricultural products offered for sale at the roadside stand are produced on a farm that is owned or controlled by the person who owns the roadside stand.

c. Is not larger than 400 square feet.

d. Is securely anchored to the ground.

e. A tent that meets the requirements of a., b., and c.

B. Regulation. The Executive shall prepare regulations that contain the above stated Exemptions for Tribal Council's approval.

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2018-023, December 5, 2018, Section III)

10.604 DEFINITIONS

The following definitions apply in this Statute:

A. **"**Area Variance" means a departure from yard, height or other numerical requirement as stipulated in a zoning statute or regulation.

B. **"**Conceptual Programming" means the process whereby initial concepts for land uses, development or infrastructure are pursued, formalized, and investigated for fundability.

C. "Department" means the Planning, Zoning and Building Department created under this Statute.

D. **"**LTBB" or "Tribe" means the Waganakising Odawak Nation, also known as the Little Traverse Bay Bands of Odawa Indians

E. "Master Land Use Plan" means a policy guide for land development, acquisition and use. This document is derived from the "Strategic Plan for Land Acquisition" as developed by the Legislature, research, and public input.

F. "Trust Land" or "land in trust status" means land for which the United States holds fee title in trust for the benefit of LTBB.

G. **"**Use Variance" means authorization of uses not permitted by a zoning statute or regulation.

(Source: WOS 2009-007, March 8, 2009, Section IV)

10.605 CREATION OF THE PLANNING, ZONING AND BUILDING DEPARTMENT

The Planning, Zoning and Building Department is hereby created within the Executive Branch to carry out the purposes stated in Section II, and each annual budget submitted by the Executive shall include funding for the Department's operation subject to funding availability.

(Source: WOS 2009-007, March 8, 2009, Section V)

10.606 HANDICAP ACCESSIBLE NEW CONSTRUCTION

All new buildings, structures, appurtenances, and additions built by the Tribe shall be designed and constructed in a manner that is handicap accessible.

(Source: WOS 2009-007, March 8, 2009, Section VI)

10.607 AUTHORIZATION OF TRADITIONAL ACTIVITIES ON TRIBALLY OWNED PROPERTIES

Article I, § B (1) of the Constitution "directs the Legislative, Executive and Judicial branches of government to…promote the preservation and revitalization of Anishinaabemowin and Anishinaabe culture." The ability of the Citizens of the Waganakising Odawak Nation to

utilize Tribally owned lands for ceremonies and other cultural or traditional activities is essential for the survival and revitalization of Anishinaabe culture. Citizens of the Waganakising Odawak Nation have a right to conduct ceremonies and other cultural or traditional activities on Tribally owned lands subject to health, safety and other reasonable restrictions outlined in regulations pursuant to this statute.

(Source: WOS 2009-007, March 8, 2009, Section VII)

10.608 DUTIES AND AUTHORITY OF EXECUTIVE BRANCH

A. When Tribal Council requests lands be placed in Trust under Article VII.D.10 of the Constitution and designates the intended purpose of the individual parcel, the Executive Branch shall prepare the application and take all necessary steps to complete the Trust acquisition.

B. The Executive Branch develops Conceptual Programming of land uses, structures, and road systems for Tribal Council approval prior to their development or implementation.

C. Plans and Regulations.

1. Creation and Implementation of Master Land Use Plan: The Master Land Use Plan is a policy document that depicts the demographic and development conditions in the area encompassed by the LTBB Reservation, as well as the potential for or limitations on development for various areas within the Reservation. From this, a set of policies are synthesized which indicate how LTBB intends to reflect this information and the overall mission and vision of the Tribe in development activities. The Executive Branch shall develop regulations, subject to Tribal Council approval, creating and implementing a Master Land Use Plan.

2. Land Base Restoration Plan: The Land Base Restoration Plan is a document that depicts the originally intended uses of Trust land in accordance with the content of Trust applications to the Secretary of the Interior. It is a document that describes the purpose for an individual parcel of land at the time of the Trust

application, and any subsequent use modifications by Tribal Council. It implies, but does not specify, the zoning category for a particular parcel of land. The Executive Branch shall develop regulations, subject to Tribal Council approval, creating and implementing a Land Base Restoration Plan.

3. Zoning: Zoning is implemented by LTBB through a series of regulations developed pursuant to this Statute, and becomes the primary regulatory instrument for implementing the Master Land Use Plan and Land Base Restoration Plan. Zoning divides a community into districts or "zones" which specify the permitted and prohibited uses. Further, it is the classification of land in any governmental jurisdiction into areas or districts in order to regulate building dimension, density, design, arrangement and use. The Executive Branch shall develop zoning regulations, subject to Tribal Council approval.

4. Site Plan: The Site Plan is a detailed plan, to scale, depicting how a site will be developed. It shows existing and proposed conditions, including lot lines, streets, building sites, buildings, other impervious surfaces, other areas of human disturbance, and major landscape features. The Executive Branch shall develop regulations, subject to Tribal Council approval, establishing a method for the review and approval, as well as final submission to Tribal Council of Site Plans for developments. Upon Tribal Council approval, a Site Plan is a legally binding document that is specific to that site and can only be modified by subsequent Tribal Council action.

5. Building Codes and Construction Plans: Building codes are a set of regulations that govern the content and execution of construction plans and projects. Construction plans are detailed drawings and diagrams, usually drawn and plotted to scale, showing the structure or arrangement to accomplish the construction of a building or buildings, pursuant to an approved site plan. The Executive Branch shall develop regulations adopting building codes, subject to Tribal Council approval.

6. Utilization of Tribally Owned Lands by Tribal Citizens: The Executive Branch shall develop regulations, subject to Tribal Council approval, enabling Tribal

Citizens to utilize designated Trust and other Tribally owned lands for cultural and/or traditional activities that would otherwise require a permit under approved regulations.

D. Citations. The Department is authorized to issue civil citations for violations of zoning regulations, building codes, or site plans subject to regulations developed by the Executive and approved by Tribal Council.

(Source: WOS 2009-007, March 8, 2009, Section IX)

10.611 ZONING BOARD OF APPEALS

A. Zoning Board of Appeals Established. A Zoning Board of Appeals ("Board") is hereby created. The Board shall adopt policies to carry out its duties under this Statute, subject to Tribal Council approval. The Board shall meet twice a year in regular meetings and additionally if necessary within 15 days of receiving any request for action by the Board.

B. Appointments, Term, Nepotism and Conflict

1. The Board shall consist of three (3) members nominated by the Executive and confirmed by the Tribal Council. To be eligible for appointment a person must be a Tribal Citizen who is at least eighteen (18) years of age and has read all Tribal zoning laws, regulations, policies and procedures. The Board members shall serve three year terms with initial appointments being one member for one year, a second member for two years, and a third for three years to provide for staggered terms.

2. Staff members may serve on the Board and may be compensated by stipend if the Board is not directly related to their employment, does not interfere with their work, and does not meet during scheduled work hours. If a Board meets during scheduled working hours and the staff member wishes to attend, the staff member must utilize PTO (personal time off), or flextime upon prior approval of the individual's supervisor.

3. Two or more members of the same immediate family as defined in the Constitution shall not serve on the Board at the same time.

4. No Board member may participate in making any decision that involves a personal or financial interest of the Board member or a member of his or her immediate family unless such interest is held in common with the Tribe and its Citizens.

C. Open Meetings, Records

1. Board meetings shall be open to LTBB Citizens.

2. Board records shall be open to LTBB Citizens.

3. The Board must provide notice of meetings at least five days in advance of the meeting.

D. Compensation, Stipends

Any Board member who attends a properly noticed meeting shall be eligible for a stipend, mileage, and expenses, even if no official action can be taken due to lack of a quorum, subject to the availability of funds.

E. Zoning Board of Appeals Mandates. The Board shall hear and decide appeals on the grant or denial of permits, or the issuance of citations, under zoning regulations, building codes, or site plans. Only a property owner may appeal a building code violation or permit denial. The Zoning Board is prohibited from granting Use Variances.

(Source: WOS 2009-007, March 8, 2009, Section IX)

10.610 APPEALS TO ZONING BOARD

A. A party who claims to be aggrieved by a decision of the Department relating to a grant or denial of a permit(s), or the issuance of citations, under zoning regulations, building

codes, or site plans may appeal such decision to the Board, except as per Section IX.E only a property owner may appeal a building code violation or permit denial, and the Board cannot grant Use Variances.

1. An appeal of a decision of the Planning Department must be filed within fourteen (14) days of the challenged decision. The person or entity must file a written appeal to the Board including at a minimum:

    a. A clear and concise statement of the reason(s) the appellant believes the decision should be overturned by the Board; and

    b. The relief requested from the Board.

B. The Board shall hear the appeal within 15 calendar days of filing, either during a regular meeting or special meeting called for that purpose, and issue its written ruling within ten (10) days of such hearing. The person appealing cannot proceed with any non-permitted construction while the appeal is pending.

(Source: WOS 2009-007, March 8, 2009, Section X)

10.611 JUDICIAL REVIEW

A. Decisions of the Board may be appealed to the Tribal Court by filing a written appeal with the Court within ten (10) days of the Board's ruling. The Court shall uphold the decision of the Board unless the Court determines that the Board's decision is clearly arbitrary, capricious, or otherwise not in accordance with applicable law or regulations.

B. The Tribal Council expressly waives the sovereign immunity of the Tribe and its agents for the limited purpose of reviewing the decisions of the Board under the standards set forth in Section XI.A and allowing for the remedies set forth in Section XI.C.

C. In the event the Court finds the Board's decision to be clearly arbitrary, capricious, or otherwise not in accordance with applicable law or regulations, it shall enter an equitable order overturning the Board's action, but shall not award monetary damages.

(Source: WOS 2009-007, March 8, 2009, Section XI)

10.612 SAVINGS CLAUSE

In the event that any section, subsection or phrase of this Statute is found by a court of competent jurisdiction to violate the Constitution or laws of the Little Traverse Bay Bands of Odawa Indians, such part shall be considered to stand alone and to be deleted from this Statute, the entirety of the balance of the Statute to remain in full and binding force and effect so long as the overall intent of the Statute remains intact.

(Source: WOS 2009-007, March 8, 2009, Section XII)

10.613 EFFECTIVE DATE

Effective upon the signature of the Executive, or 30 days from submission to the Executive branch, or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2009-007, March 8, 2009, Section XIII)

TITLE XI. HEALTH, WELLNESS, AND EDUCATION

Chapter 1. Health Commission
AMENDMENT TO HEALTH COMMISSION

11.101 FINDING

The Duties of the original Commission are no longer applicable as those duties are now the responsibility of the Little Traverse Bay Bands of Odawa Indians Health Department funded by I.H.S. General Funds and Third Party billing. The department's rules, policies, and regulations are provided by the I.H.S. funding source.

(Source: WOS 2009-003, January 25, 2009, Section I)

11.102 REPEALED

WAGANAKISING ODAWA STATUTE 1997-004 is hereby repealed in its entirety.

(Source: WOS 2009-003, January 25, 2009, Section II)

11.103 EFFECTIVE DATE

Effective upon the signature of the Executive, or 30 days from Tribal Council approval, or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2009-003, January 25, 2009, Section III)

Chapter 2. Education Appeals Board

11.201 SHORT TITLE, PURPOSE AND DEFINITIONS

A. Short Title

This statute shall be entitled "The Education Appeals Board Statute". This Statute repeals and replaces WAGANAKISING ODAWAK STATUTE (WOS) 2007-012.

B. Purpose

The purpose of this Statute is to create a Board to hear appeals on educational programs administered by the Department of Education.

C. Definitions

As used in this Statute:

1. "Board" shall mean "The Education Appeals Board".

2. "Education Programs" means the Education Department.

3. "Emergency" means an unexpected situation that requires immediate action.

4. "LTBB" mean the Little Traverse Bay Bands of Odawa Indians or the Waganakising Odawa.

(Source: WOS 2009-011, May 3, 2009, Section I)

11.202 CREATION OF THE BOARD

The Education Commission is hereby renamed the Education Appeals Board, which shall consist of three (3) Members. Education Commission Members currently serving shall take the position as Education Appeal Board Members until their current terms expire. Upon expiration of their term, a member may reapply for a position on the Board.

(Source: WOS 2009-011, May 3, 2009, Section II)

11.203 DUTIES AND AUTHORITY OF THE BOARD

Conduct hearings for appeals of programs administered by the Education Department such as Higher Education Scholarship Program, Adult Vocational Training Scholarship Program and Direct Employment Program.

(Source: WOS 2009-011, May 3, 2009, Section III)

11.204 MEETINGS AND EMERGENCY MEETINGS/HEARINGS

A. Regularly scheduled meetings shall be held to conduct business and hearings of the Board as deemed necessary.

B. An emergency meeting shall be held only for matters involving the needs of a student.

(Source: WOS 2009-011, May 3, 2009, Section IV)

11.205 REGULATIONS

The Executive may develop Regulations as it deems necessary for the implementation of the intent of this Statute and shall forward such Regulations to the Tribal Council for approval.

(Source: WOS 2009-011, May 3, 2009, Section V)

11.206 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws, ordinances or statutes of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2009-011, May 3, 2009, Section VI)

11.207 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2009-011, May 3, 2009, Section VII)

Chapter 3. Michelle Chingwa Education Honorarium Act

11.301 PURPOSE

This Michelle Chingwa Education Honorarium Act is hereby enacted to provide a gift to honor Tribal Citizens that are obtaining post-secondary educational opportunities and repeals and replaces the original and amended Michelle Chingwa Education Assistance Act including WOS

2007-005, WOS 2014-010 and WOS 2018-010.

(Source: WOS 2020-003, January 28, 2020, Section I)

11.302 GENERAL WELFARE EXCLUSION

As stated by the requirements of the United States Internal Revenue Section 139E, the Michelle Chingwa Education Honorarium meets the criteria of the United States Public Law 113-168, Tribal General Welfare Exclusion Act of 2014 and WOS 2017-002 General Welfare Statute.

(Source: WOS 2020-003, January 28, 2020, Section II)

11.303 DEFINITIONS

A. **"Accredited"** shall apply to those post-secondary institutions of higher education, including vocational schools, that are accredited by an agency or organization recognized by either a domestic or foreign government or another accrediting agency that processes validations for colleges, universities, and other institutions of higher learning.

B. **"Citizen"** shall mean an enrolled member of the Little Traverse Bay Bands of Odawa Indians.

C. **"Department"** shall mean the Niigandiwin Education Department that is overseen by the Executive Branch.

D. **"Executive"** shall means the Tribal Chairperson or his/her designee.

E. **"Executive Directive"** in accordance with the WOS 2015-19, means a directive issued by the Tribal Chairperson that establishes basic internal rules of procedure, or guidelines for the Executive Department and employees and does not impact Tribal Citizens or entities outside of the Executive Branch.

F. **"GPA"** shall mean a student's Grade Point Average reported by an institution on a student's transcript for the academic term.

G. **"LTBB"** shall mean The Little Traverse Bay Bands of Odawa Indians.

H. **"MCEH"** shall mean the Michelle Chingwa Education Honorarium Program.

I. **"Release of the Information Form**" shall mean a form completed by the student and provided by the LTBB Education Department that gives permission to the department for 3rd party communication with the institution**.**

J. **"Student Success Plan"** shall mean a plan that is designed for the student by the Education Department that addresses financial and/or academic goals of the student ensure student success.

K. **"Student Success Planning Session"** shall mean a meeting facilitated by the Higher Education Specialist, the Academic Services Coordinator, and/or the Education Director with the student which is intended to develop a plan which addresses financial and/or academic goals and connect them to the appropriate supports and resources that are available.

L. **"Tribe"** or **"LTBB"** shall mean the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2020-003, January 28, 2020, Section II)

11.303 APPLICATION

A. The program shall be administered by the Education Department.

B. Honorariums shall be paid directly to the student.

C. The program shall fund Honorariums to Tribal Citizens attending:

1. Accredited post-secondary institutions of higher education located within a Tribal Reservation, the United States or a foreign country;

2. Tribally controlled colleges that are seeking accreditation;

3. Other colleges or programs approved by Tribal Resolution.

D. Honorariums shall be administered in the following manner:

1. Deadlines are established as follows:

a. Fall, October 15th

b. Winter/Spring, February 15th

c. Summer, June 15th

d. Deadlines for trimesters, quarters or non-standard terms shall be thirty (30) days after the beginning of the session. "Non-standard Term" shall mean a course term that is not considered to be a semester, trimester or quarter as defined by the United States Department of Education.

e. Deadlines for accelerated courses that fall within a standard term but begin after the term begins shall be thirty (30) days after the beginning of the session.

2. The Honorariums shall be granted up to the deadline for each semester, trimester, quarter, non-standard term, or accelerated course.

3. Honorarium applications submitted after the deadlines shall be classified as late. Late applications shall not be funded, but such late applications may be petitioned to the Education Department for further review.

4. The Honorariums shall be calculated on a per credit hour basis with five (5) classifications: (Credits at foreign accredited post-secondary institutions of higher education, colleges and universities shall be calculated using the appropriate United States credit equivalency rate).

a. Classifications:

i. Class one (1) are prior learning credit courses or courses that are sponsored by Little Traverse Bay Bands of Odawa Indians and provided nearly free or minimal cost to the student.

ii. Class two (2) are Junior or community college classes.

iii. Class three (3) are Four-year colleges or four-year degree program classes.

iv. Class four (4) are Graduate level courses.

v. Class five (5) are free courses such as the free online courses.

b. The limit and level of each Honorarium classification shall be:

i. Set by the Executive Directive.

ii. Credit limits should not exceed eighteen (18) credits per semester for undergraduate courses (1,2,3, 5) or twelve (12) credits per semester for graduate courses (class 4).

iii. Honorarium levels for Class 1 shall assist with the cost of program expenses plus smaller amount to cover other student expenses (i.e. $25 per credit hour to cover travel, meals, etc.).

iv. Honorarium levels for Class 2, 3, 4 respectively shall follow a general ratio of 2/3/4 (i.e. Class 2, $150, Class 3, $250, Class 4, $350) and should be raised or lowered to accommodate the budget but an attemp should be made to keep the levels as consistent as possible to help students plan from semester to semester.

v. Honorarium levels for Class 5 shall be limited to a small per credit hour amount to cover miscellanious expense (i.e. $15 per credit to cover books, material, etc.).

vi. Students enrolled in multiple level of classes, the Honorarium shall be awarded at the appropriate level for each course or class.

E. To be eligible for an Honorarium the student must:

1. Be an enrolled Citizen of the Tribe;

2. Be enrolled in an educational institution or program as delineated in Section III, (C).

3. Maintain a 2.0 GPA during the course of an academic term (subject to petition).

(Source: WOS 2020-003, January 28, 2020, Section III)

11.304 RESTRICTIONS

A. If a student withdraws from a course, their next Honorarium shall be reduced by that equivalent amount, unless otherwise petitioned.

B. Students will not be funded for a course more than twice unless the student can prove they need to take the class over to complete a degree requirement but shall be limited to three (3) times.

(Source: WOS 2020-003, January 28, 2020, Section IV)

11.305 REGULATIONS REQUIRED

A. The Department shall develop regulations for this statute for Tribal Council approval; however, the implementation of the statute shall not be delayed by approval of regulations.

B. The regulations shall define any petition process. Petitions authorized by this statute shall be heard by the Education Department.

C. The regulations shall require the following minimum reports to Tribal Council, and upon request to other Tribal sub-entity:

1. Three (3) summary reports for each semester's Honorariums in March, July, and October and a year-end summary each January for all the previous year's Honorariums.

2. Each report shall contain at a minimum:

a. A list of names of Honorarium recipients, the type of degree sought or earned and most recent contact information.

b. Number of students in each class of Honorariums

c. Number of semester credits in each class of Honorariums

d. Total dollar amount of Honorariums for each period and the year

e. Present Honorarium rates and predicted rates needed to meet budget for the next cycle

D. Publication required. The Department shall publish the award levels for the next Honorarium cycle in November, April, and June of each year.

(Source: WOS 2020-003, January 28, 2020, Section V)

11.306 APPROPRIATIONS AUTHORIZED

This Education Honorarium Act shall be included in the Executive budget and funded

annually with a minimum budget of one million ($1,000,000.00) dollars per fiscal year.

(Source: WOS 2020-003, January 28, 2020, Section VI)

11.307 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2020-003, January 28, 2020, Section VII)

11.308 EFFECTIVE DATE

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2020-003, January 28, 2020, Section VIII)

11.309 EFFECTIVE DATE

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2020-003, January 28, 2020, Section IX)

Chapter 4. Vulnerable Elder and Adult Protection Statute

11.401 PURPOSE

The purpose of this Statute is to protect Vulnerable Elders and Adults from abuse, neglect, or

exploitation as defined by this Statute. This Statute repeals and replaces any previous Adult Welfare Code, including WOS 2005-07.

(Source: WOS 2015-012, July 21, 2015, Section I)

11.402 DEFINITIONS

O. "Abuse" means

1. An intentional or negligent infliction of bodily injury, unreasonable confinement, intimidation, emotional abuse or cruel punishment of a Vulnerable Elder or Adult which results in physical pain or mental anguish; or

2. Sexual abuse is physical contact without consent of a Vulnerable Elder or Adult with the intent to derive sexual gratification by the person making contact. Consent may not be obtained by threat, coercion, intimidation or fraud.

P. "Caretaker" means a person who is required by court of competent jurisdiction to provide services or resources to a Vulnerable Elder or Adult.

Q. “Department” means the Little Traverse Bay Bands of Odawa Indians Department of Human Services.

R. “Emergency” means a situation in which a Vulnerable Elder or Adult is immediately at risk of death or injury and is unable to consent to services to remove the risk.

S. “Exploitation” means the improper or unauthorized use of a Vulnerable Elder or Adult’s funds, property or other resources or failure to use a Vulnerable Elder or Adult’s funds, property or resources as a Vulnerable Elder or Adult desires or for their benefit.

T. “Family” means any spouse, parent, child, stepparent, stepchild, grandparent, grandchild, or significant other person or relative with whom a Vulnerable Elder or Adult has a familial relationship, or who resides with a Vulnerable Elder or Adult.

U. “Guardian” means a person assigned by a court of competent jurisdiction to exercise the duty and authority to provide care and control of a person under the Tribal Court’s jurisdiction.

V. "Good Faith" means an honest and reasonable belief or purpose, and the lack of intent to defraud.

W. "Least restrictive alternative" means whenever it is necessary to protect a Vulnerable Elder or Adult, the least restrictive method of intervention shall be used to protect the freedom and independence of a Vulnerable Elder or Adult; the least restrictive alternative is that environment which is the most like a Vulnerable Elder or Adult home setting and which is most capable of supporting the protected person's physical and mental health; and emotional well-being.

X. “LTBB” or “Tribe” or “Tribal” means the Little Traverse Bay Bands of Odawa Indians.

Y. "Neglect" means the failure of someone with fiduciary or legal responsibility to provide necessary services or resources to maintain the health or safety of a Vulnerable Elder or Adult or self-neglect caused by the inability of the adult to provide themselves with basic food, clothing, shelter and medical care due to mental incompetency or physical disability.

Z. "Party" or "interested party" means a Vulnerable Elder or Adult, family, caretaker, and any other person that has an interest in the welfare of a Vulnerable Elder or Adult. The Court shall have the power to determine who is or is not a party or interested party in any court proceeding.

AA. “Prosecutor” means the Little Traverse Bay Bands of Odawa Indians Prosecutor.

BB. “Protective placement" means the placement of a Vulnerable Elder or Adult in a hospital, nursing home, residential care facility, other suitable placement, or transfer from one facility to another with consent of that person or with appropriate legal authority.

CC. "Protective services" means services provided to a Vulnerable Elder or Adult with consent or by order of appropriate legal authority which includes but is not limited to: social

services, mental and physical health examinations, home and day care, legal assistance, guardianship, case management and any other services consistent with this Statute.

DD. "Retaliation" means intimidating, threatening to cause bodily harm, or causing bodily harm, or causing bodily harm to a reporter or family of a person reporting abuse; causing the reporter or reporter's family to be terminated, suspended or reprimanded by an employer; causing property damage to real or personal property belonging to a reporter's family.

EE. "Substantiated Report" means when there is probable cause of abuse after an investigation conducted by the Department. The report is sent to the Tribal Prosecutor for further steps to be taken.

FF. “Tribe” or “Tribal” means the Little Traverse Bay Bands of Odawa Indians.

GG. “Tribal Court” means the Little Traverse Bay Bands of Odawa Indians Tribal Court.

HH. “Vulnerable Elder or Adult” means an Elder who is fifty-five (55) years old or older or an adult who is eighteen (18) years old or older and is unable to protect themselves from abuse, neglect or exploitation due to mental incompetency or physical disability.

II. “Unsubstantiated Report” means when no probable cause exists after an investigation. These reports are filed within the Department for reference as needed.

(Source: WOS 2015-012, July 21, 2015, Section II)

11.403 AUTHORITY

A. Pursuant to provisions of the Tribal Constitution, including Article I, B, 2. *“Promote with special care the health, educational and economic interests of all the people, especially our children and Elders, and shall protect them from social injustice and all forms of exploitation*; and 4. *“Establish and maintain within the limits of their economic capacity and development, effect provision for securing the right to work, to education and assistance, in cases of unemployment, old age, sickness and disablement, and in other cases of need”.*

B. Pursuant to provisions of the Tribal Constitution, including Article VI., C. "… the Executive Branch to administer such funds, enforce this Constitution and laws passed thereunder, and implement policies and procedures enacted by the Tribal Council in accordance with Article VIII", Article VII of the Tribal Constitution allows the Legislative Branch to approve the creation or dissolution of Executive divisions or departments to promote and protect the peace, health, safety, education and general welfare of Little Traverse Bay Bands of Odawa Indians and its members.

(Source: WOS 2015-012, July 21, 2015, Section III)

11.404 JURISDICTION

A. The Little Traverse Bay Bands of Odawa Indians shall have jurisdiction over the following:

1. A Tribal Vulnerable Elder or Adult, who are unable to protect themselves from suspected abuse, neglect or exploitation due to mental incompetency or physical disability and is an enrolled Citizen of Little Traverse Bay Bands of Odawa Indians who resides within the exterior boundaries of the Reservation or residing within Tribal Trust Lands;

2. Vulnerable Elder or Adult, who are unable to protect themselves from suspected abuse, neglect or exploitation due to mental incompetency or physical disability who resides within Tribal Trust Lands;

A person who is either required by a court of competent jurisdiction or has a fiduciary or legal responsibility to provide services or resources to an Vulnerable Elder or Adult and is suspected of abuse, neglect or exploitation under this statute within the exterior boundaries of the Reservation or residing within Tribal Trust Lands;

(Source: WOS 2015-012, July 21, 2015, Section IV)

11.405 DUTY TO REPORT

A. It is the duty of any person who have reason to suspect that a Vulnerable Elder or Adult is abused or neglected shall contact the Department.

B. It is mandated by this Statute for the following to report to the Department any suspected abuse, neglect or exploitation of a Vulnerable Elder or Adult, immediately or as soon after that is reasonably possible:

1. Judiciary employees, or persons who either have been court appointed or have a legal responsibility to a Vulnerable Elder or Adult;

2. Law Enforcement, Prosecutor and staff;

3. Tribal employee who provide services to Vulnerable Elder or Adult of the following departments:

a. Education
b. Elders
c. Health
d. Housing
e. Human Services
f. Language

4. Elected or appointed official of the Tribe;

Reports of suspected Vulnerable Elder or Adult abuse are presumed to be made in good faith.

(Source: WOS 2015-012, July 21, 2015, Section V)

11.406 IMMUNITY FOR REPORTING

A person who in good faith reports suspected abuse, neglect or exploitation as defined in this Statute is immune from any civil or criminal statute, even if the report is unsubstantiated.

(Source: WOS 2015-012, July 21, 2015, Section VI)

11.407 FAILURE TO REPORT: CIVIL PENALTY

If found responsible, after a fair hearing of the court, a person mandated to report who fails to report suspected Vulnerable Elder or Adult abuse, neglect, or exploitation as required by this Statute may be subject to a civil fine not to exceed five-thousand ($5,000.00) dollars.

(Source: WOS 2015-012, July 21, 2015, Section VII)

11.408 FALSE REPORT

If found responsible, after a fair hearing of the court, any person who makes a report of suspected Vulnerable Elder or Adult abuse, neglect or exploitation as defined by this Statute knowing it to be false may be subject to a civil fine not to exceed five-thousand ($5,000.00) dollars.

(Source: WOS 2015-012, July 21, 2015, Section VIII)

11.409 HUMAN SERVICES DEPARTMENT DUTIES, RESPONSIBILITIES and AUTHORITY

A. The Department shall be responsible to initiate an investigation, upon receiving a report of a Vulnerable Elder or Adult abuse, neglect or exploitation.

B. The Department shall investigate all reports. The Department shall investigate upon receipt of the report of abuse, neglect or exploitation within twenty-four (24) hours, meet face to face with the alleged victim within seventy-two (72) hours and complete the investigation with a written report within thirty (30) consecutive days based upon:

1. Personal interviews with the alleged Vulnerable Elder or Adult abused, neglected or exploited, the immediate family and caretaker, suspected abuser, employees of agencies (if involved), and any other person who may have pertinent information;

2. Medical records and other evidence of abuse;

3. Assessments of a Vulnerable Elder or Adult's living conditions;

4. Any other observations, assessments or documents that may aid in completing an accurate report.

C. Based on the investigation, if the Department believes that there is evidence of Vulnerable Elder or Adult abuse, neglect or exploitation, the Department will submit the report to the Prosecutor.

The Department shall have the authority to obtain from all tribal governmental departments, agencies and programs information and assistance with the Department's investigations of suspected Vulnerable Elder or Adult abuse, neglect or exploitation. This shall include information sharing without the need of signed releases.

(Source: WOS 2015-012, July 21, 2015, Section IX)

11.4010 LAW ENFORCEMENT DUTIES and RESPONSIBILITIES

A. Upon the request of the Department, Law Enforcement shall assist the Department in conducting an investigation within twenty-four (24) hours, if one or more of the following conditions exist:

1. Abuse or neglect is the suspected cause of death of a Vulnerable Elder or Adult;

2. A Vulnerable Elder or Adult is the victim of suspected sexual abuse or sexual exploitation;

3. Abuse or neglect resulting in severe physical injury to a Vulnerable Elder or Adult that requires medical treatment or hospitalization. For the purpose of this subsection, "severe physical injury" means brain damage, skull or bone fracture, subdural hematoma, dislocation, sprain, internal injuries, poisoning, burns, scalds, severe cuts, or

any other physical injury that seriously impairs the health or physical well-being of a vulnerable Tribal Elder or vulnerable Tribal adult.

4. Law enforcement intervention is necessary for the protection of a Vulnerable Elder or Adult, Department staff, or another person involved in the investigation; or

5. The alleged perpetrator of abuse, neglect or exploitation of a Vulnerable Elder or Adult is not a person responsible for the health or welfare of the Vulnerable Elder or Adult.

Law Enforcement shall be responsible to determine and investigate if any other criminal acts are alleged and shall forward this information to the Prosecutor.

(Source: WOS 2015-012, July 21, 2015, Section X)

11.4011 PROSECUTOR'S DUTIES and RESPONSIBILITIES

A. The Prosecutor is authorized by this Statute to petition the Court for Emergency Protection Orders and Non- Emergency Protection Order for protection of Vulnerable Elder or Adult from abuse, neglect or exploitation, upon receipt of a report of investigation from the Department.

B. The Prosecutor is authorized by this Statute to represent the Tribe in matters of protection of Vulnerable Elder or Adult from abuse, neglect or exploitation, upon request of the Department.

(Source: WOS 2015-012, July 21, 2015, Section XI)

11.4012 PETITIONS and EMERGENCY ORDERS

A. Any concerned or interested party may file a Petition for an emergency protection order directly with the court of suspected Vulnerable Elder or Adult abuse, neglect or exploitation.

B. Upon filing of a Petition, the Court may issue an Emergency Protection Order (EPO) authorizing emergency services or protective placement either ex parte or after a hearing, if there is a showing, upon clear and convincing evidence

1. A person is a Vulnerable Elder or Adult and

2. The Vulnerable Elder or Adult is at risk of immediate abuse, neglect or exploitation.

C. The EPO, using the least restrictive alternative, may include:

1. Specific emergency services to be provided to remediate the emergency;

2. Protective placement only if the evidence indicates that it is absolutely necessary;

3. Designation of a person or agency required to implement the order;

4. A warrant for forcible entry by Tribal Law Enforcement, if requested and documented attempts to gain voluntary access have failed.

D. EPOs shall not exceed a maximum of seventy-two (72) hours excluding weekends and holidays, and may only be renewed for an additional seventy-two (72) hours, if there is evidence of continuing emergency.

E. The Court shall hold a hearing upon the filing of a Petition for an EPO or if an EPO was issued ex parte, within seventy two (72) hours. At the hearing, if the Vulnerable Elder or Adult is not represented, a Guardian Ad Litem shall be appointed at this time, if it has not already been done so at the time of the filing of the Petition for an EPO.

All parties, including attorneys, are permitted to attend the hearing for an EPO. The hearing may be done ex-parte if the need arises. The sufficiency of the petition will be determined on a totality of circumstances and goes into effect upon the immediate granting of the order by the Court.

(Source: WOS 2015-012, July 21, 2015, Section XII)

11.4013 PETITIONS and NON-EMERGENCY PROTECTION ORDER

A. Upon the filing of a Non- Emergency Protection Order (NEPO) petition, the Court may issue an NEPO, after a hearing that shall be held within fourteen (14) consecutive days if there is a showing, upon clear and convincing evidence

1. A person is a Vulnerable Elder or Adult and

2. The Vulnerable Elder or Adult is at risk of abuse, neglect or exploitation.

B. All parties are entitled to notice and an opportunity to be heard on the record. All proceedings shall be open to the public, unless the Court, on its own motion or by motion of a party, determines that by the nature of the proceedings, the proceedings are to be closed.

C. Judgments. The Court shall make a written determination or decision within 48 hours of a hearing and using least restrictive alternative, which may include the following:

1. Appointing a guardian ad litem for the Elder or adult or enter other orders for the protection of the Vulnerable Elder or Adult.

2. Order the Department to prepare petitions for Guardianship or Conservatorship.

3. Removal from the place where the abuse or neglect occur(ed) including the Vulnerable Elder or Adult's home;

4. Remove the abuser from the residence to prohibit further abusive acts;

5. Requiring any party having a fiduciary duty to the Vulnerable Elder or Adult to account for the Vulnerable Elder or Adult's funds and/or property;

Protective orders authority shall not exceed 180 days.

(Source: WOS 2015-012, July 21, 2015, Section XIII)

11.4014 EMERGENCY PLACEMENT

A. If there is good cause to believe that an emergency exists and a Vulnerable Elder or Adult is at risk of immediate or irreparable harm upon personal observation, the Department or Tribal Law Enforcement shall immediately take steps to protect the Vulnerable Elder or Adult, including emergency services or protective placement. A court order must be obtained within twenty-four (24) hours to continue the authorization of emergency services or protective placement.

Anyone who acts in reasonable good faith pursuant to this section shall be immune from civil and criminal suit if the suspected abuse or neglect results in an unsubstantiated report.

(Source: WOS 2015-12, July 21, 2015, Section XIV)

11.4015 CONFIDENTIALITY OF REPORTER and RECORDS

A. The identity of the reporter of suspected Vulnerable Elder or Adult abuse, neglect or exploitation, under this Statute, is confidential.

Records of investigations concerning suspected Vulnerable Elder or Adult abuse, neglect or exploitation shall be confidential.

(Source: WOS 2015-012, July 21, 2015, Section XV)

11.4016 RIGHTS OF VULNERABLE ELDER OR ADULT

A. A Vulnerable Elder or Adult shall be informed of any investigation as it begins, unless an emergency exists and shall have the ability to receive any investigation reports.

B. Elders or adults are presumed to be competent until a court of competent jurisdiction determines otherwise.

C. A Vulnerable Elder or Adult may refuse to allow investigators into their home without a warrant for entry.

D. The Vulnerable Elder or Adult has the right to attend all proceedings pertaining to the suspected abuse, neglect or exploitation unless the Court determines the Elders or adult's health is at risk in attending such proceedings.

E. The Vulnerable Elder or Adult has the right to receive any documents presented to the court at any or all court proceedings pertaining to the suspected abuse, neglect or exploitation.

The Vulnerable Elder or Adult has the right to independent medical, psychological or psychiatric evaluations at their own expense.

(Source: WOS 2015-012, July 21, 2015, Section XVI)

11.4017 SEVERABILITY

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws, ordinances or statutes of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2015-012, July 21, 2015, Section XVII)

11.4018 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2015-012, July 21, 2015, Section XVIII)

Chapter 5. Burial Program

11.501 PURPOSE

That the Little Traverse Bay Bands of Odawa Indians (LTBB) shall have a Burial Program for Tribal Citizens to provide financial assistance toward funeral, cremation, and burial expenses following the death of a Tribal Citizen and repeals and replaces WOS 2006-017 and any and all previous amendments.

(Source: WOS 2008-003, February 28, 2008, Section I)

11.502 ELIGIBILITY

A family member, legal guardian, or other person who has taken on the responsibility of paying for the funeral and burial cost of a deceased Tribal Citizen, may request Burial Program financial assistance. To be eligible, the deceased must be a Citizen with LTBB at time of death, or less than one year of age and eligible for citizenship with Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2008-003, February 28, 2008, Section II)

11.503 IMPLEMENTATION

A. LTBB shall maintain a separate Burial Program Account administered by the Executive Branch. Funds for the Burial Program will be appropriated annually in the budget process.

B. Burial funds are only provided through direct payment, or reimbursement with receipts, as a result of funeral and burial costs. Evidence of pre-paid burial expenses made by someone other than the deceased Tribal Citizens may be included for reimbursement. This assistance is only available if receipts are provided to LTBB no later than six months after the death. The receipts will be paid in the order received or according to the preferences indicated by the person handling the affairs of the deceased.

C. No direct payment or reimbursement shall be made prior to the death of a Tribal Citizen.

(Source: WOS 2008-003, February 28, 2008, Section III)

11.504 IMPLEMENTING REGULATIONS

The Executive Branch of Government shall adopt regulations to implement this Statute. Any previous regulations in place at the time of the enactment of this Statute shall remain in effect to the extent that they are consistent with this Statute, and until such further Regulations are approved by Tribal Council

(Source: WOS 2008-003, February 28, 2008, Section IV)

11.505 SAVINGS CLAUSE

In the event that any section, subsection, or phrase of this Statute is found by a court of competent jurisdiction to violate the Constitution or laws of the LTBB, such part shall be considered to stand alone and to be deleted from this Statute, the entirety of the balance of the Statute to remain in full and binding force and effect so long as the overall intent of the Statute remains intact.

(Source: WOS 2008-003, February 28, 2008, Section V)

11.506 EFFECTIVE DATE

Effective upon the signature of the Executive, or 30 days from submission to the Executive branch, or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2008-003, February 28, 2008, Section VI)

Chapter 6. Food Safety Act

11.601 PURPOSE

This Statute is hereby enacted to establish a satisfactory level of food service safety within the Tribe's jurisdiction with the intent of promoting Tribal entrepreneurs.

(Source: WOS 2006-010, June 28, 2006, Section I)

11.602 DEFINITIONS

A. "**Tribe**" shall mean the Little Traverse Bay Bands of Odawa Indians.

B. "**Enterprise**" shall mean any legal form of business recognized by the Tribe or established by Tribal law.

C. "**Food Service Facility**" an establishment where food is served or sold for immediate consumption such as a deli, takeout, or restaurant.

D. "**Food Preparation Facility**" shall mean an establishment where food is prepared for off site sales such as a cannery or fish packing plant.

E. "**Food Sales Facility**" shall mean an establishment where food is sold for consumption off site such as a grocery store, fish store, or vegetable stand.

(Source: WOS 2006-010, June 28, 2006, Section II)

11.603 APPLICATION

A. The Tribe shall have the authority to regulate food service, food sales, and food preparation facilities owned or operated by the Tribe or the Tribe's enterprises.

B. The Tribe shall have the authority to regulate food service, food sales, and food preparation facilities owned or operated by Tribal Member enterprises that are legal business enterprises under the Tribe's business codes and that are within the Tribe's jurisdiction.

C. The Tribe shall have the authority to regulate food service, food sales, and food preparation facilities of temporary nature at community activities such as jiingtamak and feasts.

D. The Tribe shall have the authority to establish fees that do not exceed $100 per annum for permanent or $25 per temporary permits. Fees for Head Start, schools, and non profit corporations shall not exceed $25 per annum or $10 per temporary permit.

E. The Tribe shall have the authority to inspect facilities that are licensed by this statute and facilities that are with in Tribal jurisdiction and licensed by other jurisdictions such as portable kitchens at jiingtamak. Inspections of facilities that are licensed under the other laws shall be in accordance with those laws or the Tribe's which ever best serve the Tribe. Facilities that are open to the public shall be inspected during open hours while all other inspections shall require reasonable notice.

(Source: WOS 2006-010, June 28, 2006, Section III)

11.604 RESTRICTIONS

A. All inspection violations shall require reasonable suggested solutions on the same form as inspection violations are written.

B. Regulation of entrepreneurial businesses in Tribal homes shall not exceed the requirements necessary to prevent significant health risks.

C. Potlucks and traditional feasts shall not be regulated.

(Source: WOS 2006-010, June 28, 2006, Section IV)

11.605 REGULTIONS REQUIRED

A. The Tribal Executive shall adopt regulations to implement this statute.

B. The regulations concerning home businesses and temporary permits shall be those minimally required for food safety and shall ensure those regulations are available in pamphlet format to promote a food safety environment in these entrepreneurial facilities. The pamphlets should include temperatures and time requirements and warnings or reasons for the regulations.

C. All fines and penalties other than license revocation shall not exceed $50 and should only be used after warnings are issued.

(Source: WOS 2006-010, June 28, 2006, Section V)

11.606 PROCEDURES REQUIRED

A. None.

(Source: WOS 2006-010, June 28, 2006, Section VI)

11.607 APPROPRIATIONS AUTHORIZED

A. The Executive shall present Tribal Council with modifications to the present and future annual Budgets to include appropriations necessary to implement this statute.
(Source: WOS 2006-010, June 28, 2006, Section VII)

11.608 EXECUTIVE AUTHORITY

A. The Tribal Executive is hereby mandated to implement this Act and to enforce all approved Tribal Codes of Regulation.

(Source: WOS 2006-010, June 28, 2006, Section VIII)

11.609 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2006-010, June 28, 2006, Section IX)

11.610 EFFECTIVE DATE

Effective upon the signature of the Executive, or 30 days from submission to the Executive branch, or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2006-010, June 28, 2006, Section X)

Chapter 7. Shirley Naganashe Oldman Secondary Education Completion Honorarium

11.701 PURPOSE

The Shirley Naganashe Oldman Graduate Honorarium Statute is hereby enacted to provide a gift to honor Tribal Citizens to encourage them to continue to obtain and complete a secondary education; and repeals and replaces WOS 2011-016 Shirley Naganashe Oldman Secondary Education Completion Award Statute. This Statute is named in the honor of Shirley Naganashe Oldman in recognition of her dedication in assisting Tribal Citizens to obtain their highest level of educational goals.

(Source: WOS 2018-020, December 5, 2018, Section I)

11.702 GENERAL WELFARE EXCLUSION

As stated by the requirements of the United States Internal Revenue Section 139E, the Shirley Naganashe Oldman Graduate Honorarium meets the criteria of the United States *Public Law* 113-168, Tribal General Welfare Exclusion Act of 2014 and WOS 2017-002 General Welfare Statute.

(Source: WOS 2018-020, December 5, 2018, Section II)

11.703 DEFINITIONS

A. **"Citizen"** means an enrolled member of the Little Traverse Bay Bands of Odawa Indians.

B. **"Department"** means the Education Department located within the Executive Branch of the Tribe.

C. **"Executive Directive"** in accordance with the WOS 2015-019, means a directive issued

by the Tribal Chairperson that establishes basic internal rules of procedure, or guidelines for Executive departments and employees and does not impact Tribal Citizens or entities out-side of the Executive Branch.

D. **"Tribe"** or **"LTBB"** means the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2018-020, December 5, 2018, Section III)

11.704 APPLICATION

A. The program shall be administered by the Department and the Department shall ensure that students receive only one (1) honorarium from the Tribe for Secondary Education completion.

B. The program shall provide honorarium to Tribal Citizens who have obtained a high school diploma, General Equivalence Diploma (GED) or a certificate of completion for students in Special Education programs, during the current fiscal year.

C. Through regulation as approved by Tribal Council, levels shall be an equal amount for high school diploma, GED or a certificate of completion for students in Special Education programs.

(Source: WOS 2018-020, December 5, 2018, Section IV)

11.705 REGULATIONS REQUIRED

A. The Department shall develop regulations for this Statute within one-hundred and eighty (180) days of enactment of this Statute; however, the implementation of the Statute shall not be delayed by approval of regulations.

B. The regulations shall define an appeal process. Appeals authorized by this Statute shall be heard by the Education Appeals Board until another body is appointed by Statute, regulation, or appropriate resolution.

C. The regulations shall require the following minimum reports to Tribal Council that contains the following information:

1. Number of students that received the honorarium.

2. Total dollar amount of honorarium for each year.

3. Present honorarium rates and predicted rates needed to meet budget for the next cycle.

D. Publication required: The Executive shall set the honorarium levels for the next honorarium cycle each academic year or more often as needed by the Executive Directive.

(Source: WOS 2018-020, December 5, 2018, Section V)

11.706 APPROPRIATIONS AUTHORIZED

This Award Statute shall be funded by the General Funds, or other funds as available and appropriate, with a minimum budget of $5,000 per LTBBOI fiscal year.

(Source: WOS 2018-020, December 5, 2018, Section VI)

11.707 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2018-020, December 5, 2018, Section VII)

11.708 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval which ever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2018-020, December 5, 2018, Section VIII)

Chapter 8. Right to Breastfeed and Civil Offense for Discrimination

11.801 PURPOSE

Little Traverse Bay Bands of Odawa Indians (LTBB) recognizes the importance of increasing the breastfeeding practice. The Tribe supports and promotes breastfeeding of children to ensure that children achieve an optimal healthy condition. Breast milk provides a better nutrition and higher immunity against diseases, is better to digest, and may increase the children's IQ.

(Source: WOS 2012-013, August 19, 2012, Section I)

11.802 RIGHT TO BREASTFEED

A. A mother may breastfeed her child on any Tribal property.

B. *Breastfeeding, prohibition of discriminatory practices.* Any direct or indirect act of exclusion, alienation, restriction, segregation, limitation, rejection, or any other act or practice of differentiation, including denying a person the total enjoyment of goods, services, facilities, privileges, advantages, and accommodations in any public or private place on Tribal Property which she attends, whether it is visited by the public or used for recreation, based on the fact that a mother is breastfeeding her child, shall constitute a discriminatory practice prohibited by this Statute and may result in a civil infraction.

C. Breastfeeding Discrimination shall be prohibited on any Tribal property and shall be deemed a civil offense.

D. A law officer has the authority to issue a notice of violation citation when:

a. When the violation is committed in the officer's presence;

b. If an officer investigating the violation has reasonable cause to believe that the alleged violation has occurred.

E. *Breastfeeding is not a violation of the law.* A mother breastfeeding her child in any place,

whether public or private, on Tribal property shall not be deemed as indecent exposure, obscene act or other punishable action established in the Tribe's Criminal Code or Sex Offense Statute, or as may be amended.

11.803 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2012-013, August 19, 2012, Section III)

11.804 EFFECTIVE DATE

Effective upon the signature of the Executive, or 30 days from submission to the Executive Branch, or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2012-013, August 19, 2012, Section IV)

Chapter 9. Elder and Adult Conservatorship and Guardian Statute

11.901 PURPOSE

The purpose of this Statute is to provide Guardianship or conservatorship to help and protect a person when that person is incapable of self-care or of acting in his or her own best interest. A guardianship or conservatorship should be used only as a method of last resort and be considered only after all other lesser restrictive alternatives have been explored.

(Source: WOS 2015-017, October 12, 2015, Section I)

11.902 DEFINITIONS

A. "Accounting" means a detailed written summary of all financial actions done by the conservator on behalf of the conservatee.

B. "Adjudication" means the hearing process in which the court makes a finding of whether or not a person is determined to be legally in need of a guardian or conservator, or both.

C. "Adult with an impairment in need of a guardian or a conservator, or both" means a person 18 years of age or older, whose ability to receive and evaluate relevant information, or to effectively communicate decisions, or both, even with the use of assistive technologies or other supports, is impaired such that the person lacks the capacity to manage such person's estate, or to meet essential needs for physical health, safety or welfare, and who is in need of a guardian or a conservator, or both.

D. "Appropriate or Least Restrictive Alternative" means any program or service, or the use of a legal device or representative, which enables a person with an impairment to adequately meet essential needs for physical health, safety or welfare, or to reasonably manage the person's estate. Least restrictive method of intervention shall be used to protect the freedom and independence of the adult. Appropriate alternatives may include, but are not limited to: power of attorney, durable power of attorney, power of attorney for health care decisions, living will, trust, joint tenancy and representative payee.

E. "Bond" means an insurance policy or similar instrument that is intended to protect the conservatee's property should the conservator mismanage the person's estate.

F. "Conservatee" means a person for whom a conservator has been appointed.

G. "Conservator" means a person appointed by a court to act on behalf of an impaired person, who is called a "conservatee." A conservator manages a conservatee's property or "estate," such as money, personal and real property.

H. "Department" means the Little Traverse Bay Bands of Odawa Indians Department of Human Services.

I. "Fit and proper person" or "suitable person" means a person of good character and has the qualifications, competence, skills and experience necessary to be guardian or conservator

J. "Guardian" means a person appointed by a court to act on behalf of another, who is called a "ward." A guardian manages a ward's personal health, safety, and welfare.

K. "Immediate Family" means wife, husband, son, daughter, mother, father, brother, sister, step-mother, step-father, step-brother, step-sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, child and step-child, grandmother, grandfather, brother-in-law and sister-in-law.

L. "In need of a conservator" means a person who, because of both an impairment and the lack of appropriate alternatives for managing such person's estate, requires the appointment of a conservator.

M. "In need of a guardian" means a person who, because of both an impairment and the lack of appropriate alternatives for meeting essential needs, requires the appointment of a guardian.

N. "Meet essential needs for physical health, safety or welfare" means making those determinations and taking those actions which are reasonably necessary in order for a person to obtain or be provided with shelter, sustenance, personal hygiene or health care, and without which serious illness or injury is likely to occur.

O. "Tribe" or "Tribal" means the Little Traverse Bay Bands of Odawa Indians.

P. "Tribal Court" means the Little Traverse Bay Bands of Odawa Indians Tribal Court.

Q. "Voluntary Conservatee" means a person who voluntarily requests a court appointed conservator to assist with managing his or her finances and property, and is not adjudicated as in need of a guardian or conservator.

(Source: WOS 2015-017, October 12, 2015, Section II)

11.903 AUTHORITY

A. Pursuant to provisions of the Tribal Constitution, including Article I, B, 2. *"Promote with special care the health, educational and economic interests of all the people, especially our children and Elders, and shall protect them from social injustice and all forms of exploitation*; and 4. *"Establish and maintain within the limits of their economic capacity and development, effect provision for securing the right to work, to education and assistance, in cases of unemployment, old age, sickness and disablement, and in other cases of need".*

Pursuant to provisions of the Tribal Constitution, including Article VI., C. "… the Executive Branch to administer such funds, enforce this Constitution and laws passed thereunder, and implement policies and procedures enacted by the Tribal Council in accordance with Article VIII", Article VII of the Tribal Constitution allows the Legislative Branch to approve the creation or dissolution of Executive divisions or departments to promote and protect the peace, health, safety, education and general welfare of Little Traverse Bay Bands of Odawa Indians and its members.

(Source: WOS 2015-017, October, 12, 2015, Section III)

11.904 JURISDICTION

The Little Traverse Bay Bands of Odawa Indians shall have jurisdiction over the following:

2. An Elder or Adult, who is "In need of a conservator" or "In need of a guardianship" and is an enrolled Citizen of Little Traverse Bay Bands of Odawa Indians who resides within the exterior boundaries of the Reservation or residing within Tribal Trust Lands;

3. An Elder or Adult, who is "In need of a conservator" or "In need of a guardianship" who resides within Tribal Trust Lands;

A person appointed by Tribal Court as a Conservator or Guardian.

(Source: WOS 2105-017, October 12, 2015, Section VI)

11.905 PRIORITY OF WHO MAY BE APPOINTED AS GUARDIAN OR CONSERVATOR

A. The court in appointing a guardian or conservator shall give priority in the following order to:

1. The nominee of the proposed ward or proposed conservatee, if the nomination is made within any durable power of attorney;

2. The nominee of the spouse, adult child or other close family member of the proposed ward or proposed conservatee;

3. The nominee is the current caretaker or a person that is co-residing of the proposed ward or proposed conservatee;

4. The nominee of the petitioner.

B. The court in appointing a guardian or conservator shall consider the workload, capabilities and potential conflicts of interest of the proposed guardian or conservator. In appointing a guardian for a person who is an adherent of a religion or culture, the court shall consider, but shall not be limited to, the appointment of an individual as guardian who has an understanding or the religion or culture and is willing to support this system of beliefs.

C. The court shall determine that the individual who is eligible for appointment is required to be a "fit and proper person" or a "suitable person" The court may investigate the past history and character of a proposed nominee.

D. The court may appoint as guardian of an individual with any suitable individual or agency, public or private, including a private association capable of conducting an active guardianship program.

(Source: WOS 2015-017, October 12, 2015, Section V)

11.906 GENERAL DUTIES, RESPONSIBILITIES, POWERS AND AUTHORITIES OF GUARDIANS GUARDIAN DUTIES

A. The individual or corporation appointed by the court to serve as the guardian shall carry out diligently and in good faith, the general duties and responsibilities; shall at all times be subject to the control and direction of the court; and, shall act in accordance with the provisions of any guardianship plan if one is filed with the court.

B. The guardian shall:

1. Become and remain personally acquainted with the ward, the spouse of the ward and other interested persons associated with the ward and who are knowledgeable about the ward, the ward's needs, and the ward's responsibilities.

2. Exercise authority only as necessitated by the ward's limitations.

3. Encourage the ward to participate in making decisions affecting the ward.

4. Encourage the ward to act on the ward's own behalf to the extent the ward is able.

5. Encourage the ward to develop or regain the skills and abilities necessary to meet the ward's own essential needs and to otherwise manage the ward's own affairs.

C. In making decisions on behalf of the ward, the guardian shall:

1. Consider the expressed desires and personal values of the ward to the extent known to the guardian.

2. Strive to assure that the personal, civil, and human rights of the ward are protected.

3. At all times act in the best interests of the ward and exercise reasonable care, diligence and prudence.

D. The guardian shall exercise all powers and discharge all duties necessary or proper to implement the following provisions:

1. Take charge of the person of the ward, and provide for the ward's care, treatment, habilitation, education, support and maintenance.

2. Consider and provide on behalf of the ward necessary or required consents or refuse the same.

3. Assure the ward resides in the least restrictive setting appropriate to the needs of the ward and which are reasonably available.

4. Assure the ward receives any necessary and reasonably available medical care and, any reasonably available non-medical care or other services as may be needed to preserve the health of the ward or to assist the ward to develop or retain skills and abilities.

5. Promote and protect the comfort, safety, health and welfare of the ward.

6. Make necessary determinations and arrangements for and give necessary consents for the ward's funeral arrangements, burial or cremation, the performance of an autopsy upon the body of the ward, and anatomical gifts of the ward. Cremation, autopsies and anatomical gifts are subject to limitations and provisions in other areas of the law.

E. The guardian shall file with the court at intervals indicated by the court, but not less often than annually, a report which shall contain statements indicating:

1. The ward's current mental, physical, and social condition.

2. The ward's present living arrangement and a description and the address of every residence where the individual lived during the reporting period and the length of stay at each residence.

3. An assessment of the adequacy and appropriateness for the ward of treatment and residential programs in the ward's current residence and a statement on whether the ward will continue to live at the current residence or whether the guardian recommends a more suitable alternative residence.

4. A summary of the ward's medical, educational, vocational, and other professional services given to the individual.

5. A resume of the guardian's visits with and activities on behalf of the individual.

6. A recommendation as to the need for continued guardianship.

7. An accounting of all financial transactions made by the guardian involving the ward's estate.

8. Other information requested by the court or useful in the opinion of the guardian.

9. The guardian shall be given access to information, reports and records from facilities, a community mental health board or agency, court staff, a public or private entity or agency, or a suitable person that are necessary for the guardian to perform his or her duties.

F. The court shall review the report on the record, in open court, after notice is given to all interested parties. If the court desires to make any changes to the guardianship, the court will hold a hearing after notice to all interested parties.

(Source: WOS 2015-017, October 12, 2015, Section VI)

11.907 LIMITATIONS OF POWERS OF A GUARDIAN

A. Only the court shall have the power to:

1. Consent to the marriage or divorce of the ward.

2. Consent to the termination of the ward's parental rights.

3. Consent to the performance of any experimental biomedical or behavioral procedure on the ward, or to the ward participating in any biomedical or behavioral

experiment, without prior review and approval by an institutional review board or by a review committee established by the agency, institution or treatment facility where the procedure or experiment is to occur.

B. Unless approved by the court, a guardian shall not have the power on behalf of the ward to:

1. Consent to the adoption of the ward.

2. Exercise any control or authority over the ward's estate.

3. Consent to any psychosurgery, removal of a bodily organ, or amputation of a limb, unless, the surgery, removal or amputation has been approved in advance by the court, except in an emergency and when necessary to preserve the life of the ward or to prevent serious and irreparable impairment to the physical health of the ward.

4. Consent to the sterilization of the ward, unless approved by the court following a due process hearing where the ward is represented by a court appointed attorney.

5. Consent to the withholding or withdrawing of life-saving or life-sustaining medical care, treatment, services or procedures, except in accordance with the provisions of any declaration of the ward making a Living Will; or, if the ward, before the appointment of a guardian, executed a durable power of attorney for health care decisions and the document was not revoked by the ward and it includes any provision relevant to the withholding or withdrawal of lifesaving or life-sustaining medical care, treatment, services or procedures.

6. To exercise any control or authority over the ward’s estate, unless the court authorizes such specific authority.

(Source: WOS 2015-017, October 12, 2015, Section VII)

11.908 GUARDIAN LIABILITY

The guardian shall not be personally liable to a third person for the acts of the ward solely by virtue of the guardian's appointment, nor shall a guardian who exercises reasonable care in selecting a third person to provide any medical or other care, treatment or service for the ward be liable for any injury to the ward resulting from the wrongful conduct of that third person.

(Source: WOS 2015-017, October, 12, 2015, Section VIII)

11.909 GENERAL DUTIES, RESPONSIBILITIES, POWERS AND AUTHORITIES OF A CONSERVATOR

A. The individual or corporation appointed by the court to serve as the conservator:

1. Shall carry out diligently and in good faith, the general duties and responsibilities.

2. Shall at all times be subject to the control and direction of the court.

3. Shall act in accordance with the provisions of any conservatorship plan if one is filed with the court.

B. The court shall have the authority to appoint counsel for the conservator, and the fees of the attorney may be assessed as costs.

C. The shall mandate the following of a conservator:

1. Become aware of the conservatee's needs and responsibilities.

2. Exercise authority only as necessitated by the conservatee's limitations.

3. Encourage the conservatee to participate in making decisions affecting the conservatee to the extent the conservatee is able.

4. Encourage the conservatee to develop or regain the skills and abilities necessary in order for the conservatee to be able to manage the conservatee's own estate to the extent the conservatee is able.

D. Conservators in making decisions on behalf of the conservatee shall:

1. Consider the expressed desires and personal values of the conservatee to the extent known to the conservator.

2. Strive to assure that the personal, civil, and human rights of the conservatee are protected.

3. At all times act in the best interests of the conservatee and exercise reasonable care, diligence and prudence.

4. File with the court an initial inventory of all of the property, assets and any sources of regular income of the conservatee's estate.

5. File with the court annual accountings and other reports concerning the status of the estate and the actions of the conservator.

E. In fulfilling the general duties and responsibilities the conservator shall:

1. Pay the reasonable charges for the support, maintenance, care, treatment, habilitation and education of the conservatee in a manner suitable to the conservatee's station in life and value of the conservatee's estate.

2. Pay all just and lawful debts of the conservatee and the reasonable charges for the support, maintenance, care, treatment, habilitation and education of the conservatee's spouse and minor children.

3. Possess and manage all the assets of the estate and collect all debts and assert all claims in favor of the conservatee, and, with the court approval, settle or compromise the same.

4. Conservator shall keep any property of the conservatee's estate insured against theft, other loss or damage, in reasonable amounts based on the value of the estate, and for the benefit of the conservatee or the conservatee's estate.

5. Prosecute or defend all actions in the name of the conservatee or as necessary to protect the interests of the conservatee.

6. Sell assets of the conservatee's estate when the interests of the conservatee or the conservatee's estate require the sale thereof.

7. Possess or manage any ongoing business that the conservatee was managing and operating prior to the appointment of the conservator, and divest the conservatee's estate of any interest therein, with court approval, when the conservator deems it in the best interests of the conservatee or the conservatee's estate.

(Source: WOS 2015-017, October 12, 2015, Section IX)

11.910 LIMITATIONS ON CONSERVATOR POWERS

A. A conservator shall have the power, with court approval, to:

1. Sell, convey or mortgage any real estate within the conservatee's estate or the conservatee's homestead interest.

2. Lease the possession or use of any real estate within the conservatee's estate.

3. Sell, convey, lease or mortgage any oil, gas or other mineral interest within the conservatee's estate.

4. Sell, convey, lease or mortgage, the inchoate interest of the conservatee.

5. Extend an existing mortgage in favor of the conservatee or conservatee's estate, for a period of more than five years.

6. Make any gift on behalf of the conservatee.

7. Set up an irrevocable trust to enable the ward to qualify for public benefits.

(Source: WOS 2015-017, October 12, 2015, Section X)

11.911 CONSERVATOR LIABILITY

A. The conservator shall not be personally liable:

1. For the wrongful conduct of a third person whom the conservator selects to provide any service to the conservatee's estate, if the conservator exercises reasonable care in making that selection.

2. On a mortgage note executed by the conservator in his or her representative capacity as authorized by the court.

3. On a contract entered into by the conservator in his or her representative capacity unless the conservator fails to disclose the fiduciary relationship.

4. For obligations arising from ownership or control of the estate or other acts or omissions occurring during its administration, unless the conservator is personally at fault.

5. For any environmental condition on land owned or acquired by the estate.

6. For retaining until maturity any investment which was a part of the conservatee's estate at the time the conservatorship was established even though the investment may not be considered prudent or reasonable.

(Source: WOS 2015-017, October 12, 2015, Section XI)

11.912 PROCEDURES FROM PETITION TO APPOINTMENT OF GUARDIAN OR

CONSERVATOR

A. A Petition requesting for a guardian or conservator to be appointed shall include but not limited to the name and address of the proposed ward or conservatee, reasons why the need exists, names and addresses of immediate family, the extent of the estate of the proposed ward or conservatee, and the names and addresses of those who can provide testimony that the person needs a guardian or conservator.

B. The petition shall also include the name, age, date of birth, gender, address, place of employment, relationship to the petitioner, if any, of the individual or corporation whom the petitioner suggests the court appoint as the guardian or conservator, and any personal or agency interest of the proposed guardian or conservator that may be perceived as self-serving or adverse to the position or best interest of the proposed ward or conservatee.

C. The court shall order the following:

1. The date, time and place of the hearing on the petition that shall be held within 30 days of the filing of the petition.

2. Appearance of the proposed ward or proposed conservatee at the hearing, unless there is a court finding that the person's presence will be injurious to the person's health or welfare.

3. Appointing of an attorney

4. an order fixing the date, time and a place for the proposed ward or proposed conservatee to consult with his or her court appointed attorney

5. an order for an examination and evaluation if no report accompanies the petition, or if the court finds that the examination and evaluation does not meet statutory requirements.

D. Examination and evaluation report should contain a description of the person's physical and mental condition, cognitive and functional abilities and limitations, adaptive behaviors,

social skills, educational and developmental potential, prognosis for improvement and recommendation for treatment or rehabilitation as appropriate. The professional completing the report must also state his or her opinion as to whether the person is impaired and in need of a guardian or conservator, or both, and whether the person could meaningfully participate in the proceedings.

E. The court shall send notices to all persons involved in the hearing, proposed ward or conservatee, attorney of the proposed ward or conservatee, and any other persons whom the court believes it appropriate. The proposed ward or conservatee has a right to be present. This notice must be personally served on the proposed ward or conservatee and the attorney of the proposed ward or conservatee.

F. The hearing shall be conducted in as informal a manner as may be consistent with orderly procedure.

G. If at the completion of the hearing, the judge may find that by clear and convincing evidence the proposed ward or conservatee has not been shown to be an adult in need of a guardian or conservator, the court shall terminate the proceedings. If, however, the court or the jury finds by clear and convincing evidence that the proposed ward or conservatee is need of a guardian or conservator, the court shall set forth the findings of fact in the court's order and issue the appropriate letters.

H. Before the letters of guardianship or conservatorship or both are issued, the individual or the corporation that is to be appointed guardian or conservator shall file a written oath reflecting that they will faithfully discharge all duties assigned by the court.

I. The Court shall, by Judiciary Court rule, establish a schedule of payment for services as a guardian, conservator or both.

J. If the conservator assumes responsibility for some or all of the estate of the conservatee, the court shall require the filing of a bond in such an amount as the court may direct.

K. Within a thirty day period after appointment, the conservator, as a fiduciary, shall file with the court an initial inventory of all the property and assets of the conservatee's estate.

(Source: WOS 2015-017, October 12, 2015, Section XII)

11.913 GUARDIANSHIP AND CONSERVATORSHIP PLANS

A. At any time the court may require the guardian or the conservator, or the guardian or conservator may at any time choose to develop and file with the court a plan of care of the ward.

B. A guardianship or a conservatorship plan may not be required in every case, however, in those cases where the person is capable of making some decisions, the plan can set out which decisions should be left to the individual.

C. The guardianship plan may provide for, but need not be limited to provisions regarding where the ward will reside, what restrictions may be placed upon the persons with whom the ward may associate and how much autonomy the ward will have to make decisions regarding, for example, employment, education and travel. The plan may also contain provisions regarding use of the ward's financial assets if no conservator has been appointed.

D. A conservatorship plan may include provisions regarding the type and amount of funds over which the conservatee may have control, and how the conservator may protect the eligibility of the conservatee for public benefits.

E. Once a plan is filed, the court may order notice to all interested parties, and may also order a hearing if requested.

F. The court may order a plan to be withdrawn or amended.

(Source: WOS 2015-017, October 12, 2015, Section XIII)

11.914 REVIEW PROCEDURE BY THE COURT

A. The court, on an regular basis, but not less than annually shall require a report that contains a review of any guardianship or conservatorship plan, prior orders in the case, and any

accountings and previous reports or accountings, including all costs and fees charged by the guardian or conservator or both.

B. The court is to determine whether the report or accounting shows reasonable administration of the guardianship or conservatorship, whether the fiduciary is performing his or her duties and responsibilities, and whether the fiduciary's powers should be expanded or limited or any other modifications made.

C. The court may then set a hearing on the matter.

D. In addition to the usual annual reports and accountings, the court may order additional filing of a special report or accounting if specific circumstances require it.

E. The court will require a reporting of any of the following:

1. Change of address of the guardian or conservator.

2. Change of residence or placement of the ward or conservatee.

3. Significant change in the health or impairment of the ward or conservatee.

4. The acquisition, receipt or accumulation of property or income by the ward which would cause the value of the ward's estate to equal or exceed $10,000.

5. The death of the ward or conservatee.

6. A change in the circumstances of the guardian, or conservator, ward or conservatee that may constitute a conflict of interest.

(Source: WOS 2015-017, October 12, 2015, Section XIV)

11.915 RESTORATION TO CAPACITY PROCEDURES

A. An adult in need of a guardian or a conservator, or both, may be restored to capacity.

B. Upon a petition being filed, the court must review to determine whether probable cause exists to warrant further proceedings. If probable cause is found, the court shall set the petition for hearing and may appoint an attorney for the ward or conservatee. If probable cause does not exist, the court may dismiss the petition.

C. At the conclusion of the hearing, if the court does not find by clear and convincing evidence, that the ward or conservatee is an Adult with an impairment in need of a guardian or a conservator, or both, the court shall order that the ward or conservatee is restored to capacity and shall proceed to terminate the guardianship or conservatorship, or both.

(Source: WOS 2015-017, October 12, 2015, Section XV)

11.916 TERMINATION OF GUARDIANSHIP AND CONSERVATORSHIP

A. The court at any time may enter an order summarily terminating a guardianship or a conservatorship in any of the following circumstances:

1. The ward or conservatee is deceased.

2. No further need for the guardianship or conservatorship exists.

(Source: WOS 2015-017, October 12, 2015, Section XVI)

11.917 COSTS AND FEES

A. The court may require payment of costs and fees for filing a petition with the court. Costs and fees may be waived if a person is unable to pay by reason of indigence. Any costs for filing of a petition by the department shall be waived.

B. Costs and fees may be allowed for the following:

1. Any professional services ordered performed by the court.

2. Counsel for the proposed ward or proposed conservatee when counsel is appointed by the court.

3. Counsel for the petitioner and any respondent.

4. Other costs and fees may be allowed and paid as are allowed by law for similar services in other cases.

C. The costs shall be taxed to the estate of the proposed ward or conservatee, to those bound by law to support the proposed ward or conservatee, to other parties whenever it would be just and equitable to do so.

(Source: WOS 2015-017, October 12, 2015, Section XVII)

11.918 SAVING CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws, ordinances or statutes of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2015-017, October 12, 2015, Section XVIII)

11.919 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2015-017, October 12, 2015, Section XIX)

Chapter 10. Fair Treatment for Benefits and Services

11.1001 PURPOSE

The Little Traverse Bay Bands of Odawa Indians, based on traditional cultural values, creates this Statute to ensure fair treatment and protection against discrimination in the receipt of benefits or services offered by the Tribe and the exercise of the enforcement for violations of this Statute.

(Source: WOS 2013-009, August 4, 2013 by Override, Section I)

11.1002 DEFINITIONS

J. "Benefits or Services" means participation in, the benefits of, or any service, program, activity or public accommodation provided by the Tribe.

K. "Employee" means an individual employed by the Little Traverse Bay Bands of Odawa Indians including Tribal Government Administration, commercial entities, sub-entities and the Odawa Casino Resort and ancillary enterprises and activities beginning on the first day of work and after the employment process and issuance of a temporary gaming license.

L. "Malice" means the intent, without just cause or reason, to commit a wrongful act that will result in harm to another.

M. "Official" means any person holding an elective or appointed office in any branch, entity, enterprise, authority, division, department, office, commission, council, board, bureau, committee, legislative body, agency and any establishment within the Executive, Legislative or Judiciary branch of the Tribe including Members of the Election Board and Prosecutors.

N. "Reckless indifference" means conscious or reckless disregard of the consequences of one's acts or omissions.

O. "Territorial Jurisdiction of the Little Traverse Bay Bands of Odawa Indians" means "areas referenced in Public Law 103-324, 25 USC Section 1300k-2(b)(2)(A) as the boundaries of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat.621." Little Traverse Bay Bands Constitution, Article V(A)(1)(a).

P. "Tribal Council" The Tribal Council of the Little Traverse Bay Bands of Odawa Indians.

Q. "Tribe" means the Little Traverse Bay Bands of Odawa Indians and includes any Tribal entity or sub-entity of the Tribe.

(Source: WOS 2013-009, August 4, 2013 by Override, Section II)

11.1003 FAIR TREATMENT and DISCRIMINATION

A. Recognizing the traditional Odawak value of equality, mutual respect and respect for differences, the Tribe determines fair treatment to mean not to discriminate against a person on the ground of religion, race, color, national origin, ethnicity, age, sex, height, weight, familial status, marital status, disability, perceived disability, sexual orientation, arrest or detention records, or other disposition in which a conviction did not result.

B. Discriminate means to exclude a person from participation in, be denied the benefits of, or be subjected to discrimination under any service, program, activity or accommodation provided by the Tribe, unless such benefit or service is limited by the following:

1. Tribal Constitution
2. Tribal law
3. Funding
4. Limited to Tribal Citizens

5. *Indian Preference in Tribal Employment Statute,* WOS 2002-04, and any successor law

(Source: WOS 2013-009, August 4, 2013 by Override, Section III)

11.1004 TRIBAL COURT

The Tribal Court shall have the jurisdiction to hear charges of violations of this Statute based on fair treatment and discrimination.

(Source: WOS 2013-009, August 4, 2013 by Override, Section IV)

11.1005 LIMITED WAIVER OF SOVEREIGN IMMUNITY

A. The Tribe clearly and expressly waives its sovereign immunity to the Equitable Remedies as set forth in this Statute and clearly and expressly waives its sovereign immunity to Damages as set forth within this Statute for the Tribe, officials and its employers and limits such waiver to remedies as set forth within this Statute wherein the Tribe, officials or employees who act beyond the scope of their duties and authority in which the actions include either acting with malice or with reckless indifference discriminates against a person under this Statute and limits such waiver to remedies as set forth within this Statute.

B. The Tribe asserts no sovereign immunity for third-parties; and limits the remedies as set forth by this Statute.

(Source: WOS 2013-009, August 4, 2013 by Override, Section V)

11.1006 REMEDIES AND DAMAGES

A. Any charge of violation must be filed with the Tribal Court within one-hundred and eighty (180) days of the alleged violation.

B. In any action filed under this Statute, the Tribal Court may grant the remedies set forth:

1. *Equitable Remedies*. If the Tribal Court finds that violation of discrimination occurred, its judgment must specify an appropriate remedy or remedies for that violation. The remedies may include, but are not limited to:

a. An order to cease and desist from the unlawful practices specified in the order;

b. Community services or similar penalty.

2. *Damages.* If the Tribal Court finds a blatant violation of discrimination, the Tribal Court may additionally award compensatory, punitive damages or fines as provided in this subparagraph.

a. A complainant may recover compensatory damages for future pecuniary losses, emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, and other non-pecuniary losses.

b. A complainant may recover punitive damages if the complainant demonstrates that the violation of discrimination was done with malice or with reckless indifference to the rights of an aggrieved individual protected by this Statute.

3. The total sum of compensatory, punitive damages and/or fines may not exceed $10,000.00.

4. When a discriminatory practice involves the provision of a reasonable accommodation, damages may not be awarded if demonstrated that good faith efforts were made or the accommodation would create an undue hardship on the operation of the Tribe.

5. The Tribal Court may award reasonable attorney fees and costs in its discretion to the prevailing party.

6. The Tribal Court may award the opposing party any penalties for frivolous claims or any other appropriate remedies as the Tribal Court deems.

(Source: WOS 2013-009, August 4, 2013 by Override, Section VI)

11.1007 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws or ordinances of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this

statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2013-009, August 4, 2013 by Override, Section VII)

11.1008 EFFECTIVE DATE

Effective upon signature of the Executive or shall be deemed enacted if not expressly vetoed by the Executive within thirty (30) days of submission. The Tribal Council may, by an affirmative vote of seven (7) members of the Tribal Council, override a veto by the Executive.

(Source: WOS 2013-009, August 4, 2013 by Override, Section VIII)

Chapter 12. Naawchigedaa Tort Claims

11.1101 SHORT TITLE

This Statute may be referred to as the "Torts Statute."

(Source: WOS 2014-012, October 15, 2014, Section I)

11.1102 PURPOSE

To provide civil remedies to private persons within the jurisdiction of the Little Traverse Bay Bands of Odawa Indians who are injured by the wrongful acts of others.

(Source: WOS 2014-012, October 15, 2014, Section II)

11.1103 JURISDICTION

The Tribe's jurisdiction extends to persons who are Indians, tribal citizens, or who live or work within the territorial jurisdiction of LTBB and who commit a tort or are injured by the tortious acts of another within the territorial jurisdiction of the Little Traverse Bay Bands of Odawa Indians, unless such claims fall within the Federal Tort Claims Act. The federal government currently provides for the resolution of tort, malpractice and injury claims against federally funded tribal

activities under the Federal Tort Claims Act. Any such claim should be pursued and subject to the provisions and procedures of the Federal Tort Claims Act and are not within the jurisdiction of the Tribal Court.

(Source: WOS 2014-012, October 15, 2014, Section III)

11.1104 DEFINITIONS

A. "Actual damages" means the ascertainable loss of money or property sustained as the result of a tortious act.

B. "Award" means money damages that the Tribal Court determines are payable to compensate for an injury under this Statute.

C. "Claim" means a petition for an award under this Statute. A claim may be filed with respect to any injury under this Statute.

D. "Dangerous condition" means a physical aspect of a facility or the use thereof constituting an unreasonable risk to human health or safety that is known or should be known to exist upon the exercise of reasonable care.

1. For purposes of this subsection, a dangerous condition should be known to exist if it is established that the condition existed for a period of time and was of a nature that in the exercises of reasonable care, the condition and its dangerous character should have been discovered.

2. A dangerous condition does not exist solely because the design of a facility is inadequate or because of the mere existence of natural physical conditions such has wind, water, ice, or temperature.

E. "Employee" means any person employed by another when acting within the course and scope of their employment.

F. "Indian" means any person who is an enrolled member of a federally recognized Indian

tribe.

G. "Injury" means death, physical or emotional harm to a person, or damage or destruction of property.

H. "LTBB" means the Little Traverse Bay Bands of Odawa Indians.

I. "Malice" means the intent to commit a wrongful act that will result in harm to another without just cause.

J. "Offensive" means an act by another that a person of ordinary sensitivity would find inappropriate.

K. "Person" means any individual, firm, partnership, corporation, or other legally recognized entity.

L. "Reckless indifference" means conscious or reckless disregard of the consequences of one's acts or omissions.

M. "Territorial jurisdiction of the Little Traverse Bay Bands of Odawa Indians" means "areas referenced in Public Law 103-324, 25 USC Section 1300k-2(b)(2)(A) as the boundaries *of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat. 621.*" Little Traverse Bay Bands Constitution, Article V(A)(1)(a).

N. "Tribal Court" means the court of the Little Traverse Bay Bands of Odawa Indians.

O. "Naawchigedaa" means "to set things straight" in Anishinaabemowin.

(Source: WOS 2014-012, October 15, 2014, Section IV)

11.1105 STATUTE OF LIMITATIONS

A plaintiff seeking relief under this Statute must file his or her claim with the Tribal Court

within three years of the date that the injury occurred or becomes known.

(Source: WOS 2014-012, October 15, 2014, Section V)

11.1106 CAUSES OF ACTION

In order to file a tort claim, the plaintiff must meet all requirements of one or more of the causes of action as set out below. Plaintiffs may file multiple claims and claims with alternative theories based on more than one cause of action.

A. Intentional Torts.

1. Assault. An assault occurs when the defendant places the plaintiff in reasonable apprehension of an immediate battery.

a. Words alone or threats of physical harm are insufficient for an assault, unless those words or threats are accompanied by physical conduct or gestures.

b. In this subsection, apprehension refers to the plaintiff's knowledge of the defendant's apparent ability to commit an immediate battery. It does not mean fear.

2. Battery. A battery occurs when the defendant makes a harmful or offensive contact with the plaintiff's person.

3. False Imprisonment. False imprisonment occurs when the defendant commits an act of restraint that confines the plaintiff in a bounded area.

a. An act of restraint can be any action, verbal or physical, that causes the plaintiff to be confined.

b. A bounded area is one where the plaintiff has no reasonable means of escape.

4. Intentional Infliction of Emotional Distress (IIED). IIED occurs when the

defendant engages in extreme and outrageous conduct that causes the plaintiff to suffer severe emotional distress.

a. IIED can be caused intentionally by the defendant or by the defendant's reckless conduct.

b. Outrageous conduct is conduct without just cause or excuse and exceeds all bounds of decency. Such conduct can be proven by a showing of continuous and repetitive conduct, conduct by a superior or someone in a supervisory position, conduct directed at young children, the elderly, or a person who has a medical condition that causes him or her to be particularly sensitive to such conduct, or any other conduct that a reasonable person would consider to be outrageous.

5. Trespass to Land. A trespass to land occurs when the defendant intentionally and physically invades the land of the plaintiff.

6. Trespass to Chattels and Conversion.

a. A trespass to chattels occurs when the defendant interferes with the personal property of the plaintiff.

b. A conversion occurs when there is a trespass to chattels that results in complete destruction or loss of the personal property.

B. Defamation. Defamation is an act of communication that causes someone to be shamed, ridiculed, held in contempt, lowered in the estimation of the community, or to lose employment status or earnings or otherwise suffer a damaged reputation. The Plaintiff must prove that there was (1) a defamatory statement of fact; (2) concerning the plaintiff; (3) which was false; (4) which was communicated to a person or persons other than the plaintiff; (5) with actual knowledge that the statement was false or with reckless disregard of the statement's truth or falsity or with negligence in failing to ascertain the truth or falsity; and (6) which caused damage.

1. Libel. Libel occurs where the defendant makes a defamatory statement identifying

the plaintiff and that statement is published in *writing*, or otherwise recorded, that causes harm to the plaintiff's reputation. A plaintiff's damages are presumed in successful libel actions.

2. Slander. Slander occurs where the defendant makes a defamatory statement identifying the plaintiff, that statement is *orally* made to at least one other person than the plaintiff, and causes harm to the plaintiff's reputation.

a. Damages are presumed only when the plaintiff is successful in proving slander per se.

b. Slander per se occurs when the defendant makes a defamatory statement: regarding the plaintiff's business; that the plaintiff has committed a serious crime; that the plaintiff displays occupational or professional incapacity; that the plaintiff suffers from a loathsome disease; that has an immoral character.

c. In regular slander actions, the plaintiff must offer evidence of economic harm suffered or harm to the health . Social harm alone is insufficient evidence of damages.

3. Public Officials and Matters of Public Concern. If the plaintiff is a public official and the statement is one of public concern, he or she must prove that the defendant made the statement knowing it to be false or with a reckless disregard for its accuracy in addition to the requirements under Section XI(B)(1) or (2), whichever is applicable.

C. Privacy Torts.

1. Appropriation. An appropriation occurs when the defendant uses the plaintiff's name or image for a commercial purpose.

2. Intrusion. An intrusion occurs when the defendant invades the plaintiff's physical seclusion in a way that would be highly offensive to an average person and the plaintiff is in a place where the plaintiff reasonably expects to be a private place.

3. False Light. The tort of false light occurs when the defendant's conduct results in the widespread dissemination of a major falsehood about the plaintiff that would be offensive to an average person.

4. Disclosure. A disclosure occurs when the defendant's conduct results in the widespread dissemination of confidential information about the plaintiff that would be offensive to an average person.

D. Business Torts.

1. Fraud. Fraud occurs when the defendant makes a misrepresentation of a material fact that the defendant knows or believes to be false with the intent to induce the plaintiff to act or refrain from acting in reliance on the misrepresentation, the plaintiff justifiably and actually relies on the misrepresentation, and the plaintiff suffers damages because of it.

2. Negligent Misrepresentation. Negligent misrepresentation occurs when the defendant makes a misrepresentation in a business or professional capacity that breaches a duty owed to a particular plaintiff that causes the plaintiff's justifiable reliance and results in damage to the plaintiff.

3. Interference with a Business Relationship. Interference with a business relationship occurs when the plaintiff has a valid contractual relationship with a third party that the defendant has knowledge of and the defendant intentionally interferes with that relationship by inducing the third party to breach or terminate the relationship and such breach or termination causes harm to the plaintiff.

E. Litigation Torts.

1. Malicious Prosecution. Malicious Prosecution occurs when the defendant initiates criminal proceedings against the plaintiff that terminate in favor of the plaintiff and where the defendant had an improper purpose for initiating criminal proceedings and lacked any reasonable probable cause.

2. Abuse of Process. An abuse of process occurs when the defendant maliciously or deliberately misuses a regularly issued civil court process that is not justified by the underlying legal action or the abuser of process is interested only in accomplishing some improper purpose.

F. Negligence.

1. In General. In all negligence actions, the plaintiff must prove that the defendant owed the plaintiff a duty, the defendant breached that duty, and that the defendant's breach was the actual and proximate cause of the plaintiff's injury.

2. Ordinary Negligence. Negligence occurs when the defendant fails to exercise the type of care toward the plaintiff that a reasonably prudent person would exercise under similar circumstances.

3. Malpractice. Malpractice occurs when a defendant-professional acts or continues a course of conduct that does not meet the standard of professional competence in that particular profession and causes provable damages to the plaintiff.

4. Premises Liability. Owners and occupiers of land may be liable when his or her own negligence causes another person to be injured on the occupier's premises. An occupier's liability for another's injury depends on the type of person entering the land.

a. Trespassers. Owners and occupiers of land are only liable to known or anticipated trespassers that are injured because of a highly dangerous and artificial condition that the owner or occupier knew existed.

b. Licensees. Owners and occupiers of land are liable to licensees that are injured because of a hidden condition on the land that the occupier knew existed.

c. Invitees. Owners and occupiers of land are liable to invitees that are injured because of a hidden condition on the land that the occupier either knew existed or could have discovered with reasonable inspection.

d. **Attractive Nuisance Doctrine.** Owners and occupiers of land are subject to liability for physical harm to children caused by an artificial condition on the land if the following are met:

i. the place where the condition exists is one that the owner or occupier knows or has reason to know that children are likely to trespass;

ii. the condition is one that the owner or occupier knows or has reason to know of and realizes or should realize will involve an unreasonable risk of death or serious bodily harm to children;

iii. the children, because of their youth, do not discover the condition or realize the risk involved in intermeddling with it or in coming within the area made dangerous by it;

iv. the owner's or occupier's utility of maintaining the condition and the burden of eliminating the danger are slight compared with the risk involved; and

v. the owner or occupier fails to exercise reasonable care to eliminate the danger or otherwise to protect the children.

G. Strict Liability Torts.

1. **Abnormally Dangerous Activities.** A defendant is strictly liable when he or she is engaged in an abnormally dangerous activity that causes harm to another person. An activity is considered to be abnormally dangerous when it creates a foreseeable risk of serious harm even where reasonable care is exercised and that activity is uncommon in the place where it is conducted.

2. **Wild Animals.** A defendant is strictly liable when he or she is the owner of a wild (undomesticated) animal and that animal causes harm to another person.

H. Products Liability.

1. A defendant is liable for an injury caused to another person when:

a. the defendant is a merchant who regularly deals in products of the kind involved;

b. the product in question is defective;

c. the defect in the product existed when the product left the defendant's place of business; and

d. the plaintiff was using the product in a foreseeable manner.

2. A product is deemed defective when any one of the following defects exist:

a. Manufacturing defects exist when the product differs from all the others that were produced at the same time in a way that makes it more dangerous than consumers would expect.

b. Design defects exist when there is a safer, yet feasible, way that the product could have been built.

c. Information defects exist when the product has residual risks that cannot be designed out and consumers would not be aware of those risks without an adequate warning.

3. It is not a defense that the plaintiff misused the product. Such misuse by the plaintiff is irrelevant if it is foreseeable that consumers may use that product in that way.

I. Nuisance. A nuisance occurs when the plaintiff's ability to use and enjoy his or her real property has been disrupted to an unreasonable degree.

(Source: WOS 2014-012, October 15, 2014, Section VI)

11.1107 DEFENSES

A. Affirmative Defenses to Intentional Torts.

1. Consent. It is a complete defense to all intentional torts when the plaintiff consents expressly or impliedly.

a. Express consent occurs when the plaintiff makes a declaration of permission for the defendant to act. However, express consent is not a defense if the consent was obtained through fraud or duress.

b. Implied consent occurs based on custom or based on the defendant's reasonable interpretation of the plaintiff's objective conduct that the plaintiff consents to such action.

c. Any consent given by a plaintiff is limited to the scope of the consent given. Where a defendant exceeds the scope of the plaintiff's consent, consent is not a valid defense.

2. Self-Defense. This defense applies when the defendant is faced with an imminent threat of force or injury. The defendant may only use an amount of force that is necessary under the circumstances.

3. Defense of Others. This defense applies when the defendant witnesses another person faced with an imminent threat of force or injury. The defendant may only use an amount of force that is necessary under the circumstances.

4. Defense of Property. This defense applies when the defendant is faced with an imminent threat of damage to or loss of property. The defendant may only use an amount of force that is necessary under the circumstances.

5. Necessity. The defense of necessity only applies to torts involving property.

a. A defense based on public necessity applies when the defendant commits a

property tort in an emergency to protect the community as a whole or to protect a significant group of people. This is an absolute defense to tort liability.

b. A defense based on private necessity applies when the defendant commits a property tort to protect his own interest. This is not an absolute defense, therefore, the defendant may be liable to the plaintiff for any actual damage done to plaintiff's property.

B. Affirmative Defenses to Defamation.

1. Consent. It is an affirmative defense to defamation if the plaintiff consents to the defendant's making and publishing the statement. See Section VII(A)(1).

2. Truth. A defendant is not liable for a defamatory statement if the statement made is true.

3. Absolute Privileges. A defendant is not liable for a defamatory statement if the defamatory statement is made to the defendant's spouse or made by an official in the course of official functions.

a. Definition. "Official" means any person who is elected or appointed that acts on behalf of the Tribe.

b. Definition. "Official functions" mean any acts taken by an official within the scope of that official's position.

4. Qualified Privileges. A defendant may not be liable for a defamatory statement if the defendant made the statement in good faith and the statement made was confined to relevant matters.

a. This privilege only applies in situations where there is a public interest in encouraging candor (e.g., employment references).

b. Definition. "Good faith" in this subsection means that the defendant had a

reasonable belief that the statement made was accurate.

C. Affirmative Defenses to Privacy Torts.

1. Consent. It is an affirmative defense if the plaintiff consents to the invasion. See Section VII(A)(1).

2. Defamation Privileges. A defendant is not liable for the torts of false light or disclosure if either an absolute or qualified privilege applies. See Section VII(B)(3) and (4).

D. Affirmative Defense to Negligence Torts – Comparative Negligence. A defendant can lower his or her liability by proving that the plaintiff failed to exercise proper care for his or her own safety.

1. The judge or the jury must allocate a percentage of fault to each party. The plaintiff's recovery must be reduced by his or her own percentage of fault.

2. When the percentage of fault allocated to the plaintiff is more than 50%, and that fault is due to the plaintiff's intoxication, the plaintiff may not recover.

E. Affirmative Defense to Products Liability. A defendant can lower his or liability by proving that the plaintiff failed to take proper precautions. The rules of comparative negligence apply; see SECTION VII(D).

F. Sovereign Immunity.

1. Tribal Immunity from Suit. LTBB, including all subordinate entities, officials and employees are immune from suit except to the extent that the Tribal Council clearly and expressly waives its sovereign immunity, provided that the Tribe, subordinate entity, official or employee of the Tribe acting within the scope of their duties or authority. If the Tribe, including any subordinate entity, official or employee of the Tribe, who acts beyond the scope of their duties and authority in which the tortious actions include either acting with malice or with reckless indifference, or both, then the tortious action is not within the sovereign immunity of the Tribe.

(Source: WOS 2014-012, October 15, 2014, Section VII)

11.1108 REMEDIES

A. Damages. Damages are available in any tort claim where the plaintiff can prove with reasonable certainty monetary loss or harm suffered because of the tortious acts of the defendant. Damages may include the following:

1. loss of wages;

2. loss of profits;

3. medical expenses;

4. pain and suffering;

5. loss of consortium;

6. loss of future earnings; and

7. market or rental value of destroyed property.

B. Restitution. Restitution is available where the plaintiff can be restored by putting the plaintiff in a similar position as he or she was prior to the tortious act. Restitution may include the following:

1. restitution damages calculated by the defendant's gain;

2. return of the plaintiff's property;

3. ejectment of a trespasser from the plaintiff's property; and

4. any other action or remedy as deemed appropriate to make the plaintiff whole.

C. Injunctions. Where monetary or restitutionary remedies will not make the plaintiff whole again, the judge may order an injunction to prevent the defendant from continuing or repeating the tortious behavior in the future.

(Source: WOS 2014-012, October 15, 2014, Section VIII)

11.1109 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws or ordinances of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2014-012, October 15, 2014, Section IX)

11.1110 EFFECTIVE DATE

Effective upon signature of the Executive or shall be deemed enacted if not expressly vetoed by the Executive within thirty (30) days of submission. The Tribal Council may, by an affirmative vote of seven (7) members of the Tribal Council, override a veto by the Executive.

(Source: WOS 2014-012, October 15, 2014, Section X)

Chapter 12. General Welfare

11.1201 SHORT STATUTE

This Statute may be cited as the "General Welfare Statute," and it repeals and replaces any prior Statute or Regulation in conflict with this Statute.

(Source: WOS 2017-002, June 2, 2017, Section I)

11.1202 PURPOSE

A. The Tribe provides Assistance to Applicants and desires to affirm its sovereign right to do so on a non-taxable basis, pursuant to the General Welfare Doctrine. Both the United States Congress, through its enactment of the Tribal General Welfare Exclusion Act of 2014, and the Internal Revenue Service, through its traditional application of the general welfare doctrine and subsequent guidance, has recognized the sovereign right of Indian tribal governments to provide financial assistance to its citizens under certain circumstances on a non-taxable basis.

B. The purpose of this Statute is to set forth the guidelines for programs that are used by the Tribe to determine what services or programs are needed to promote public health, safety and other basic need services for the promotion of the general welfare of the Tribe, such as food, utilities, housing, education assistance and other such functions that support the long historical and cultural general welfare of the Tribe.

C. The purpose of this Statute is to establish basic guidelines and procedures for programs to follow in ensuring compliance with the general welfare doctrine and Internal Revenue Code Section 139E for 1) Applicants applying for Assistance and 2) Tribal staff making eligibility determinations for Assistance. Further, it is the intent of the Tribal Council that all Assistance provided under this Statute:

1. Is made under an Approved Program;

2. Is available to any Applicants who satisfy the program policies, subject to budgetary restraints;

3. Is made under an Approved Program that does not discriminate in favor of members of the Tribal Council;

4. Is not provided as compensation for goods and/or services; and

5. Is not lavish or extravagant under the facts and circumstances, as determined by the Tribal Council.

(Source: WOS 2017-002, June 2, 2017, Section II)

11.1203 DEFINITIONS

A. "Administrative Entity(s)" means a department or program of the Tribal government that is authorized and funded, through a Tribal Council approved budget, to administer and provide Assistance under an Approved Program under this Statute.

B. "Applicant(s)" means an enrolled Tribal citizen or qualified non-citizen who has applied for Assistance under this Statute. It also includes an Identified Group, as defined in subsection M, below;

C. "Approved Program(s)" means any program or programs approved by the Tribal Council to provide general welfare assistance to Applicants that is intended to qualify for treatment under the General Welfare Doctrine, as defined herein. It includes, for example, the payment of benefits related to housing, education, elder or disabled status, cultural and religious programs or for other qualifying assistance, such as transportation costs, etc.

D. "Assistance" means any Program benefits or payments that qualify for tax free treatment under the General Welfare Exclusion.

E. "Beneficiary" means any person or persons entitled to receive Assistance in accordance with specific Program policies and are exempted under Internal Revenue Code, Section 139E and may benefit, including: Tribal Citizens, spouses of a Tribal Citizen, and/or dependents of a Tribal Citizen.

F. "Citizen" or "Tribal citizen" means an enrolled member of Little Traverse Bay Bands of Odawa Indians.

G. "Code" means the Internal Revenue Code of 1986, as amended.

H. "Compensation" for services should reflect that qualifying Programs are not disguised employment. However, this shall not prevent the Tribe from structuring Programs with community service ties so long as such ties are consistent with the General Welfare

Exclusion.

I. “Constitution” means the Constitution of the Little Traverse Bay Bands of Odawa Indians.

J. “Executive” means the Executive Branch of government under Article VIII of the Constitution the power of which is vested in the Tribal Chairperson and the Vice-Chairperson.

K. “General Welfare Exclusion" means any assistance shall be treated as non- taxable so long as it satisfies the requirements for exclusion under Code Section 139E, it is provided under a Safe Harbor Program, or it meets the General Test.

L. “General Test” means any assistance will be treated as meeting the General Test under the General Welfare Exclusion if the benefits are:

1. Paid by or on behalf of an Indian tribe;
2. Under a social benefit program;
3. Based on either needs of the Indian community itself or upon individual needs of the recipient (which need not be financial in nature);
4. Are not Compensation for services;
5. Are not gaming per capita payments as referenced in the Indian Gaming Regulatory Act.

M. “Identified Group” means Tribal citizens and qualified non-citizens who are members of an identified group, such as Elders.

N. "Lavish" or "Extravagant" shall have the meaning determined by the Tribal Council in its sole discretion based on all facts and circumstances, taking into account needs unique to the Tribe as well as the social purpose being served by the particular Assistance at hand, except as otherwise may be required for compliance with final guidance issued under IRS Code Section 139E following consultation between the Tribe and the IRS;

O. “Indian Gaming Regulatory Act”, “IGRA” means the United States federal law that establishes the jurisdictional framework that governs Indian gaming, Federal Act (Pub.L. 100–

497, 25 U.S.C. § 2701 et seq.

P. “Reservation” in accordance with Little Traverse Bay Bands of Odawa Indians Constitution, Article III, Section H, *means the lands within the boundaries of the reservations for the Little Traverse Bay Bands of Odawa Indians as set out in Art I, paragraphs third and fourth of the Treaty of 1855, 11 Stat. 621, plus any lands set out in Articles Second and Third of the Treaty of March 28, 1836, 7 Stat. 491, in the event that the 1836 reservation is determined to include lands which are not included within the 1855 reservation, plus any lands outside of those boundaries which are now or in the future declared to be Little Traverse Bay Bands of Odawa Indians reservation by the U.S. Department of Interior.*

Q. "Safe Harbor Program" shall refer to a Program that meets the safe harbor requirements set forth herein and IRS Revenue Procedure 2014-35, as the same may hereafter be amended. Need shall be presumed for Assistance provided under a Safe Harbor Program.

R. "Tribal Council" or "Council" means the Council Members of the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2017-002, June 2, 2017, Section III)

11.1204 RATIFICATION OF PRIOR ACTS; INTENT OF LEGISLATION

A. This Statute does not establish a new program or programs. This Statute is intended to set forth and confirm existing procedures used in the administration of general welfare assistance programs and services and is not to be construed as the creation of new general welfare assistance rights that previously did not exist.

B. Assistance provided prior to the enactment of this Statute is hereby ratified and confirmed as general welfare assistance pursuant to the authority of the Tribal Constitution. It is intended to establish a framework to improve the coordination of general welfare doctrine compliance. Programs and services, referred to herein, are authorized by the enactment of this statute in conjunction with other applicable laws.

(Source: WOS 2017-002, June 2, 2017, Section IV)

11.1205 GENERAL WELFARE DOCTRINE AND IRS REVENUE PROCEDURE 2014-35/TRIBAL GENERAL WELFARE EXCLUSION OF 2014

A. The Internal Revenue Service recognizes that Assistance to Applicants under a legislatively provided Approved Program for the promotion of the general welfare of the Tribe is excludable from the gross income of those Applicants.

B. In addition, the Service, in IRS Revenue Procedure 2014-35, provided for safe harbor programs under which, if approved and in writing, need would be presumed and qualifying benefits would be excluded.

C. The Assistance authorized by this Statute is intended to qualify for such favorable tax treatment under the General Welfare Doctrine to the fullest extent permitted at law. All amounts budgeted by the Tribe for Assistance shall remain general assets of the Tribe until such payments are disbursed.

D. Assistance authorized by this Statute shall be an unfunded arrangement and shall be limited to funds appropriated, at the discretion of the Council.

E. Assistance is not subject to information reporting by the Tribe to the Internal Revenue Service.

F. Without limitation, the following benefits shall be treated as non-taxable hereunder:

1. Benefits that satisfy the requirements for the exemption under Code Section 139E;

2. Benefits that qualify for exclusion under an IRS Safe Harbor Program;

3. Benefits that qualify for exclusion under the IRS General Test of General Welfare exclusion; or

4. Benefits that meet another express exemption under the Internal Revenues Code, such as the exemption provided for tribal medical expenses under Internal Revenue Code Section 139D, or that meet other recognized exemptions including, for example, resource or land-based exemptions under 25 USC Sections 117a-b, 1407 and 1408.

(Source: WOS 2017-002, June 2, 2017, Section V)

11.1206 NON-RESOURCE DESIGNATION

A. Assistance to Applicants shall be made from the assets of the Tribal government and all payments are subject to the availability of budgeted Tribal government funds.

B. The Tribe does not guarantee Assistance under this Statute. Assistance shall not be treated as a resource of an Applicant for any purpose.

(Source: WOS 2017-002, June 2, 2017, Section VI)

11.1207 GOVERNING LAW; SOVEREIGNTY

A. All the rights and liabilities associated with the enactment of this Statute, or the Assistance made hereunder, shall be construed and enforced according to the laws of the Tribe and applicable federal law.

B. Nothing in this Statute or the related policies or procedures adopted for its implementation, if any, shall be construed to make applicable to the Tribe any laws or regulations 1) which are otherwise inapplicable to the Tribe, or 2) from which the Tribe is entitled to exemption because of its sovereign status.

(Source: WOS 2017-002, June 2, 2017, Section VII)

11.1208 FEDERAL TRUST OBLIGATIONS

A. The Tribe reserves the right to provide Assistance in circumstances where federal funding is insufficient to operate federal programs designed to benefit Applicants and when federal funding is insufficient to adequately and consistently fulfill federal trust obligations.

B. The Tribe's adoption of its Approved Programs is not intended to relieve or diminish the federal government of its funding and trust responsibilities. Nothing herein shall waive the Tribe's right to seek funding shortfalls or to enforce the trust rights of the Tribe and its citizens. The Tribe shall be entitled to government-to-government consultation and coordination rights in regard to this Statute with the federal government.

(Source: WOS 2017-002, June 2, 2017, Section VIII)

11.1209 TRIBAL COUNCIL APPROVED PROGRAMS

A. The Tribal Council shall designate Approved Programs for which funds will be budgeted each fiscal year, consistent with the purposes of this Statute. Each Approved Program shall be consistent with the General Welfare Doctrine as to purpose, eligibility, and funding.

B. Tribal Council reserves the right to cancel, adjust, modify or revoke any Assistance provided by the Tribe in accordance with the Budget Formulation Statute, including *Allocation of General Fund Balance, Supplemental Funding Process, Budget Modifications, Emergency budgets/Recessions,* and *Systematic Reductions of Budgets.*

(Source: WOS 2017-002, June 2, 2017, Section IX)

11.1210 PURPOSE OF APPROVED PROGRAMS

Each Approved Program shall be limited to purposes consistent with treatment under the General Welfare Doctrine. An Approved Program must be established and operated to promote the general welfare of the Tribe, including programs designed to enhance the promotion of health, education, self-sufficiency, self-determination, Tribal character and the maintenance of culture and tradition, entrepreneurship, and employment.

(Source: WOS 2017-002, June 2, 2017, Section X)

11.1211 ELIGIBILITY AND APPLICATION PROCEDURES

Assistance intended to qualify for General Welfare Doctrine treatment shall be limited to enrolled citizens of the Tribe and qualified non-citizens. Each Approved Program shall set forth the specific eligibility rules and limitations applied to that program. The Executive shall present program descriptions and policies, which include eligibility rules and limitations, to the Tribal Council for approval in accordance with this Statute. Only those descriptions and policies that are so approved by the Council shall be considered to be in force and effect.

(Source: WOS 2017-002, June 2, 2017, Section XI)

11.1212 LIMITED USE OF ASSISTANCE PAYMENTS

All Assistance must be used for the purpose stated in the Approved Program description and policy. In the event that Assistance is used or pledged for a purpose inconsistent with the purpose set forth in an Approved Program or the Applicant's application, the payment will be deemed forfeited. The Administrative Entity responsible for the Approved Program under which the misused Assistance was made shall secure repayment from the Applicant. The Administrative Entity is also authorized to offset any other payments owed to such an Applicant, if an offset is necessary to secure repayment of Assistance under this Statute.

(Source: WOS 2017-002, June 2, 2017, Section XII)

11.1213 PROGRAMS NOT LIMITED TO MEANS TESTING

Programs that qualify under Code Section 139E or the IRS Safe Harbor shall not require a showing of individual need or means testing in order to achieve non-taxable treatment under the General Welfare exclusion. The Tribe also reserves the right to provide community-based Programs and programs based on non-financial needs under the General test so that no individual means testing is needed. The Tribe recognizes that means testing can distort certain tribal cultural and community values. However, the Tribe can have some programs which are financial need based in order to help those most in need of the assistance.

(Source: WOS 2017-002, June 2, 2017, Section XIII)

11.1215 ANNUAL BUDGETING: UNFUNDED PROGRAM

When applicable per program requirements, the Council shall annually designate those funding sources that are available for Approved Programs as part of the annual budgeting process. Notwithstanding anything to the contrary, the Assistance authorized hereunder shall be "unfunded" for tax purposes and no Applicant shall have an interest in or right to any funds budgeted for or set aside for Approved Programs until paid. Assistance funds shall remain assets of the Tribe until distributed and the Approved Programs shall be administered at all times to avoid triggering of the doctrines of "constructive receipt" and/or "economic benefit."

(Source: WOS 2017-002, June 2, 2017, Section XV)

11.1216 FORFEITURE

Notwithstanding anything herein to the contrary, the Executive, acting on behalf of the Council, may forfeit Assistance to any Applicant who is found to have violated the terms of this Statute, or the policies and procedures for any Approved Program. The Executive may also forfeit Assistance should said Assistance be treated as a resource detrimental to the Tribe or an Applicant. In the event of any such forfeiture, all Assistance provided to the Applicant pursuant to this Statute shall be deemed a loan and shall be enforceable as such. Such loans may be subject to taxation, including any amount for the forgiveness of a loan.

(Source: WOS 2017-002, June 2, 2017, Section XVI)

11.1217 ANTI-ALIENATION

An Applicant's right to apply for Assistance is not subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment by creditors of the Applicant.

(Source: WOS 2017-002, June 2, 2017, Section XVII)

11.1218 GENERAL

Each Approved Program shall be administered by the Administrative Entity. All the powers and duties conferred on each respective Administrative Entity shall be exercised or performed by it in the exercise of its discretion regardless of whether the provision conferring such power or imposing such duty specifically refers to its discretion. All decisions of a given Administrative Entity regarding an Approved Program, within the scope of its authority, shall be binding and conclusive upon all Applicants under the Approved Program.

(Source: WOS 2017-002, June 2, 2017, Section XVIII)

11.1219 PROGRAM POLICIES

A. Policies for Approved Programs shall be developed by the respective Department staff responsible for a given Assistance Program, coordinated through the Executive, if applicable, and approved by the Tribal Council. At a minimum, such policies shall satisfy the requirements of this Statute including the following:

B. Indian General Welfare Benefits (Code Section 139E) Programs that meet the following criteria for exemption under Code Section 139E shall be treated as non-taxable Assistance under the General Welfare exclusion without the applicant having to demonstrate individual need:

1. The program is administered under specified policies and does not discriminate in favor of the members of the Tribal Council;

2. Program benefits are available to any Tribal citizen who meets such policy requirements;

3. Program benefits are for the promotion of the general welfare;

4. Program benefits are not lavish or extravagant; and

5. Program benefits are not compensation for services.

C. Ceremonial Activities: Any items of cultural significance, reimbursement of costs or cash honorarium for participation in cultural or ceremonial activities for the transmission of tribal culture shall not be treated as compensation for services.

D. Safe Harbor programs: Programs that meet the following general criteria for safe harbor treatment, and provide qualifying safe harbor benefits, shall be treated as non-taxable Assistance under the General Welfare Exclusion without the applicant having to demonstrate individual need:

1. General Criteria for Safe Harbor Treatment:

a. The benefit is provided under a specific approved program of the Tribe;

b. The program has written policies specifying how individuals may qualify for the benefit;

c. The benefit is available to any Tribal citizen, identified group of Tribal citizens, or qualified non-citizen who satisfy the program policies, subject to budgetary restraints;

d. The distribution of benefits from the program does not discriminate in favor of the governing body of the Tribe;

e. The benefit is not compensation for goods or services; and

f. The benefit is not lavish or extravagant under the facts and circumstances, as determined by the Tribal Council.

2. Specific Safe Harbors: The following benefits may be provided under a Safe Harbor program. The benefits listed in the parenthetical language herein are illustrative only, rather than an exhaustive list. Thus, a benefit may qualify for exclusion from gross income as a Safe Harbor Program even though the benefit is not expressly described in the parenthetical language herein, provided that it meets all other requirements of the Internal Revenue Service, and Revenue Procedure 2014-35 (as may be amended):

a. Housing programs. Programs relating to principal residences and ancillary structures that are not used in any trade or business, or for investment purposes that—

i. Pay mortgage payments, down payments, or rent payments (including but not limited to security deposits) for principal residences;
ii. Enhance habitability of housing, such as by remedying water, sewage, or sanitation service, safety issues (including, but not limited to, mold remediation), or heating or cooling issues;
iii. Provide basic housing repairs or rehabilitation (including, but not limited to, roof repair and replacement);
iv. Pay utility bills and charges (including, but not limited to, water, electricity, gas, and basic communications services such as phone, internet, and cable); or
v. Pay property taxes or make payments in lieu of taxes (PILOTs).

b. Educational programs. Programs to –

i. Provide students (including, but not limited to, post-secondary students) transportation to and from school, tutors, and supplies (including, but not limited to, clothing, backpacks, laptop computers, musical instruments, and sports equipment) for use in school activities and extracurricular activities;
ii. Provide tuition payments for students (including, but not limited to, allowances for room and board on or off campus for the student, spouse, domestic partner, and dependents) to attend preschool, school, college or university, online school, educational seminars, vocational education, technical education, adult education, continuing education, or alternative education;
iii. Provide for the care of children away from their homes to help their parents or other relatives responsible for their care to be gainfully employed or to pursue education; and

iv. Provide job counseling and programs for which the primary objective is job placement or training, including, but not limited to, allowances for expenses for interviewing or training away from home (including, but not limited to, travel, auto expenses, lodging, and food); tutoring; and appropriate clothing for a job interview or training (including, but not limited to, an interview suit or a uniform required during a period of training).

c. Elder and disabled programs. Programs for individuals who have reached age 55 or are mentally or physically disabled (as defined under applicable law, including, but not limited to, tribal government disability codes or laws) that provide –

i. Meals through home-delivered meal programs or at a community center or similar facility;
ii. Home care such as assistance with preparing meals or doing chores, or day care outside the home;
iii. Local transportation assistance; and
iv. Improvements to adapt housing to special needs (including but not limited to grab bars and ramps).

d. Cultural and religious programs. Programs to –

i. Pay expenses (including, but not limited to, admission fees, transportation, food, and lodging) to attend or participate in an Indian tribe's cultural, social, religious, or community activities such as pow-wows, ceremonies, and traditional dances;
ii. Pay expenses (including, but not limited to, admission fees, transportation, food, and lodging) to visit sites that are culturally or historically significant for the Tribe, including, but not limited to, those on other Indian reservations;
iii. Pay the costs of receiving instruction about an Indian tribe's culture, history, and traditions (including, but not limited to, traditional language, music, and dances);

iv. Pay funeral and burial expenses and expenses of hosting or attending wakes, funerals, burials, other bereavement events, and subsequent honoring events; and

v. Pay transportation costs and admission fees to attend educational, social, or cultural programs offered or supported by the Tribe or another tribe.

e. Other qualifying assistance programs. Programs to –

i. Pay transportation costs such as rental cars, substantiated mileage, and fares for bus, taxi, and public transportation between an Indian reservation, service area, or service unit area and facilities that provide essential services to the public (such as medical facilities and grocery stores);

ii. Pay for the cost of transportation, temporary meals, and lodging of a Tribal citizen or Qualified Non-citizen while the individual is receiving medical care away from home;

iii. Provide assistance to individuals in exigent circumstances (including, but not limited to, victims of abuse), including, but not limited to, the costs of food, clothing, shelter, transportation, auto repair bills, and similar expenses;

iv. Pay costs for temporary relocation and shelter for individuals displaced from their homes (including, but not limited to, situations in which a home is destroyed by a fire or natural disaster);

v. Provide assistance for transportation emergencies (for example, when stranded away from home) in the form of transportation costs, a hotel room, and meals; and

vi. Pay the cost of nonprescription drugs (including but not limited to traditional Indian tribal medicines).

3. Compensation Safe Harbor: For Safe Harbor Programs, and subject to amendments to Revenue Procedure 2014-35 hereafter, the Tribe will presume that individual need is met for religious leaders or spiritual officials or leaders (including but

not limited to Pipe-carriers, Firekeepers, Traditional Healers, the Drum and Singers, Flag-carriers, and other cultural or spiritual and religious officiants.)) receiving the following benefits, and that the benefits do not represent Compensation for services: benefits provided under an Indian tribal governmental Program that are items of cultural significance that are not lavish or extravagant under the facts and circumstances, as determined by the Tribal Council, or nominal cash honoraria provided to religious or spiritual officials or leaders (including, but not limited to, Pipe-carriers, Firekeepers, Traditional Healers, the Drum and Singers, Flag-carriers, and other cultural or spiritual and religious officiants.) to recognize their participation in cultural, religious, and social events (including, but not limited to, pow-wows, rite of passage ceremonies, funerals, wakes, burials, other bereavement events, and subsequent honoring events).

In accordance with 26 U.S. Code § 139E - Indian General Welfare Benefits, "deference shall be given to Indian tribal governments for the programs administered and authorized by the tribe to benefit the general welfare of the tribal community."

Non-Safe Harbor Programs: Nothing in this Statute or the IRS safe harbor guidance shall limit the Tribe's right to provide Assistance outside of the safe harbor rules.

Any changes to the Safe Harbor programs as a result of the Indian General Welfare Exclusion Act of 2014 will be immediately incorporated, by reference, into this Statute.

(Source: WOS 2017-002, June 2, 2017, Section XIX)

11.1220 FEDERAL GOVERNMENT TRIBAL ADVISORY COMMITEE

The Tribe may utilize the Treasury Tribal Advisory Committee (TTAC) to assist in making determinations of criteria for general welfare exclusion. In accordance with the Federal Law, Tribal General Welfare Exclusion Act of 2014, TTAC members will advise the United States Department of Treasury Secretary on matters related to the taxation of Indians, the training of Internal Revenue Service field agents, and the provision of training and technical assistance to Native American financial officers.

(Source: WOS 2017-002, June 2, 2017, Section XX)

11.1221 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2017-002, June 2, 2017, Section XXI)

11.1222 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2017-002, June 2, 2017, Section XXII)

11.1223 OTHER RELATED STATUTES

See WOS 2015-016 Tribal Government Budget Formulation and Modification Statute, WOS #2015-019 Administrative Procedures Statute, or as may be amended.

(Source: WOS 2017-002, June 2, 2017, Section XXIII)

TITLE XII. CORPORATIONS, BUSINESSES AND COMMERCIAL TRANSACTIONS

12.101 PREAMBLE AND GENERAL DEFINITIONS

The purpose of the Little Traverse Bay Bands of Odawa Indians' Tribal Comprehensive Business Codes is to establish the policy which the Tribe, its entities, private businesses and individuals may use to conduct business activities within its territorial and governmental jurisdiction. The policies shall apply to each of the Codes contained in Statute, The LTBB Odawa Tribal Comprehensive Business Codes. The provisions of this Statute shall be applied to

promote its underlying purposes and policies.

The LTBB Tribal Court has jurisdiction to adjudicate matters arising from this Statute.
The Tribe recognizes that a strong Reservation economy must include both tribal and private sector development. It is the policy of LTBB to promote both tribal and private sector development within the exterior boundaries of the Reservation and elsewhere within the jurisdiction of the Tribe for Indian and non-Indian businesses. It is the policy of the Tribe to facilitate and enhance job stability, career opportunities and use of inherent Tribal powers to create and maintain a sound business environment within the Tribe's jurisdiction. Consistent with these goals, it is the policy of the Tribe to promote the least restrictive and most cost effective business environment.

It is the policy of the Tribe that, without waiving any authority over business activities, LTBB shall neither knowingly and unnecessarily obstruct or hinder, nor unreasonably interfere with private sector businesses that operate in accordance with the provisions of this Statute and any other LTBB or applicable law.

Nothing in this Statute shall be construed as creating a claim for monetary or injunctive relief against the Tribe or its officers and employees.

It is the policy of the Tribe to allow the use of tribal land, natural and financial resources and opportunities for the promotion of economic benefits to create jobs, expand business opportunities and secure business independence in order to achieve the goals prescribed in this Statute, consistent with applicable regulations and statutes, enacted now or hereafter.

Under this Statute, the Tribe may entertain proposals from private sector business interests for privatizing Tribal Governmental activities. If approved, the Tribe will enter into a contractual agreement with such business interests for carrying out such contracted services.

The Tribe authorizes businesses operating pursuant to the Tribe's Comprehensive Business Codes to apply for grants and other programs for which the Tribe is eligible, and that the Tribe does not express an interest in applying for, and operate such programs within the Tribe's jurisdiction.

Nothing in this Code shall be construed as a waiver by the Tribe of its authority or jurisdiction over businesses operating within its jurisdiction.

As used in this Statute, unless intended otherwise by the context used, the following means:

A. "**Jurisdiction**" means the jurisdiction of the Little Traverse Bay Bands of Odawa Indians, whether within or without the exterior boundaries of the Reservation, as defined in the Tribal Constitution.

B. "**Reservation**" means the territory of the Little Traverse Bay Bands of Odawa Indians Reservation as presently and hereafter existing, as defined in the Tribal Constitution.

C. "**Tribe**" and "**LTBB**" mean the Waganakising Odawak, also known as the Little Traverse Bay Bands of Odawa Indians.

D. "**Statute**" means Statute xx, The LTBB Odawa Tribal Comprehensive Business Codes.

E. "**Business Codes**" means The LTBB Odawa Tribal Comprehensive Business Codes.

F. "**Tribal Council**" means the LTBB Odawa Tribal Council.

G. "**Tribal Court**" means the LTBB Odawa Tribal Court.

H. "**Tribal Constitution**" means the Interim Constitution of the LTBB Odawa Tribe or any Tribal Constitution adopted thereafter.

I. "**Tribal Law**" means the Tribal Constitution, all laws now or hereafter duly enacted by the Tribal Council, and the Tribal common law pronounced and established by the Tribal Court.

J. "**Tribal Member**" means an individual duly enrolled in the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2003-07, August 3, 2003, Preamble and General Definitions)

Chapter 1. Corporations Code

PART ONE – GENERAL PROVISIONS

12.101 SHORT TITLE

This Chapter shall be known and may be cited as the Corporations Code.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part One, 1.101)

12.102 SCOPE

The provisions of this Chapter shall apply to all corporations authorized herein and formed under the laws and sovereign power of the Tribe, whether before or after the enactment of this Code, and more specifically prescribed in Parts 2, 3 and 4 of Chapter One of the this Code. The Tribal Department of Commerce established in this Code shall have such authority as prescribed individually and collectively in Tribal Comprehensive Business Codes.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part One, 1.102)

12.103 PURPOSE AND CONSTRUCTION

A. The purposes of this Chapter 1 are:

1. to encourage commerce by providing limitations on the liability of participants in incorporated enterprises;

2. to reform the laws of business corporations by allowing greater flexibility in the organization and operation of close corporations;

3. to ensure that corporate assets are available for the satisfaction of valid claims of corporate creditors; and

4. to simplify, clarify and modernize the laws applicable to businesses created under

the sovereign powers of the Tribe.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part One, 1.103)

12.104 DEFINITIONS

In the Parts of this Chapter:

A. "**Articles**" means the articles of incorporation, charter or other documents evidencing the creation of a corporate entity pursuant to sovereign powers.

B. "**Close Corporation**" means a corporation, the shares of which are not publicly traded and are subject to restrictions on transfer.

C. "**Controlled**" as used in reference to corporations controlled by the Tribal Council, includes any corporation where the majority of its board of directors is chosen by the Tribal Council, as well as entities of the Tribe without boards of directors.

D. "**Deliver**" means delivery by mail, facsimile, overnight express, courier, hand delivery and service by process.

E. "**Distribution**" means a direct or indirect transfer of money or other property (except its own shares) or the incurrence of indebtedness by a corporation to or for the benefit of its shareholders in respect of any of its shares. A distribution may be in the form of a declaration or payment of a dividend; a purchase, redemption or other acquisition of shares; or otherwise.

F. "**For-Profit Corporation**" means a corporation of which the income is distributable for the benefit of its shareholders, and whose assets, upon dissolution, are distributable to its shareholders.

G. "**Non-Profit Corporation**" means a corporation in which no part of the income of the corporation is distributable to any person by reason of that person's status as a member, director, officer or employee, except for reasonable wages for work performed.

H. "**Notice**" means written notice unless oral notice is reasonable under the circumstances.

I. "**Quorum**" means the number of members of a board or other body that must be present in order to make the board or other body competent to transact business in the absence of the other members.

J. "**Shares**" means the units into which the proprietary interests in a for-profit corporation are divided.

K. "**Shareholder**" means the person in whose name shares are registered in the records of the corporation.

L. "**Subscriber**" means a person who subscribes for shares in a corporation, whether before or after incorporation.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part One, 1.104)

12.105 TRIBAL DEPARTMENT OF COMMERCE

A. The Tribal Department of Commerce is hereby established and shall oversee implementation of the Tribal Com9.1101prehensive Business Codes. The Tribal Council may direct an already existing Department to serve as the Department of Commerce unless and until the work load necessitates a separate Department. The Department of Commerce shall implement this Chapter, amendments thereto and the policies of the Tribal Council.

B. The Director of Commerce shall oversee the operations of the Department of Commerce and shall have authority to perform functions that are necessary and proper in order to administer and enforce the provisions of these Codes, including but not limited to the power:

1. To review and approve applications for incorporation and grant certificates of incorporation under Parts 2, 3 and 4 and any amendments to the Tribal Comprehensive Business Codes;

2. To review and approve amended articles of incorporation and issue certificates of

amendment;

3. To review and approve proposed articles of dissolution and to dissolve corporations administratively;

4. To accept for filing such other notices, reports and other documents from corporations;

5. To furnish, on request, copies of articles of incorporation, notices, reports and other non-confidential documents to the public upon the payment of reasonable fees;

6. To issue requests for filings from corporations in accordance with the provisions of these Codes;

7. To supervise the orderly dissolution of corporations formed under Tribal law;

8. To participate in actions in Tribal Court or any other court of competent jurisdiction for the enforcement of any of the provisions of the Tribal Comprehensive Business Codes;

9. To promulgate regulations pursuant to these Codes, formulate recommendations to submit to the Council for revisions of or amendments to the Comprehensive Business Codes, and take other actions necessary for the administration of the provisions of the Comprehensive Business Codes;

10. Upon approval by the Tribal Council, to enter into agreements or contracts with Indian tribes, businesses, and other parties to implement the Tribal Comprehensive Business Codes.

11. To establish an escrow account for the deposit of any assets of a dissolved corporation that should be transferred to an individual in accordance with 12.191.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part One, 1.105)

12.106 STATUS OF CORPORATIONS

A. For the sole purposes of LTBB and federal taxation, regulatory jurisdiction and civil jurisdiction, the following corporate entities shall be entitled to all of the privileges and immunities of members of federally-recognized Indian tribes:

1. All for-profit corporations formed under Tribal law that are at least 51% owned by Indians who are members of federally-recognized tribes.

2. All non-profit corporations formed under Tribal law that have as their primary purpose the benefit of Tribal members, individuals who reside within the Reservation or any group of people comprised primarily of members of federally-recognized Indian tribes.

B. If a corporation's principal place of business is located on the reservation and the corporation is incorporated both under Tribal law and the laws of any state, then Tribal law and the Tribal charter documents shall take precedence over any conflicting state laws and charter documents in any dispute concerning the status of the corporation or the rights and obligations of any persons with respect to the corporation.

C. The Tribal Court shall have jurisdiction to decide all questions with respect to the status of corporations formed under Tribal law.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part One, 1.106)

12.107 REPORTING REQUIREMENTS

The Director of Commerce may deliver to any corporation subject to the provisions of the Tribal Comprehensive Business Codes, such requests to inspect documents as may be reasonably necessary or proper to enable the Director to ascertain whether such corporation is complying with all of the provisions of the Codes. Such requests for inspection shall be answered within 30 days after mailing, and the answers shall be full and complete and shall be under oath.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part One, 1.107)

12.108 JURISDICTION OF TRIBAL COURT

A. To the maximum extent consistent with due process of law, all corporations formed under Tribal law and all directors, officers and shareholders of such corporations, regardless of citizenship or Tribal membership shall be subject to the jurisdiction of the Tribal Court in all actions which arise out of the acts, omissions or participation of such persons in connection with the affairs of such corporations in accordance with these Codes.

B. This section shall not be construed as a waiver of sovereign immunity.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part One, 1.108)

12.109 REGISTERED AGENT

At the time of incorporation all corporations formed under Tribal law shall appoint a person, known as a Registered Agent, to accept the service of judicial process on the corporation. The name and address of the Registered Agent shall appear in the initial Articles of said corporation. All corporations shall notify the Director of Commerce of any change in the name or address of the corporation's registered agent. All corporations formed under Tribal law are hereby deemed to consent to the appointment of the Director of Commerce as their agent for the acceptance of service of process in the event the corporation shall have failed to notify the Director of Commerce of any change in the name or the address of its registered agent. In such cases, service upon the Director of Commerce shall be deemed to be service on such corporation within 10 days thereof, provided, the Director of Commerce shall mail notice of such service to any incorporator, director, officer or shareholder of the corporation to the most recent address noted in the files of the Director of Commerce.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part One, 1.109)

12.110 LIABILITY OF SHAREHOLDERS OR MEMBERS

No shareholder or member of any corporation formed under Tribal law, including those formed pursuant to Parts 2, 3 and 4 of Chapter One of the Tribal Comprehensive Business Codes, shall

be liable to any creditor of the corporation by reason of his or her status as a shareholder or member, except insofar as said shareholder or member may be indebted to the corporation for unpaid loans or indebtedness for the purchase of shares.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part One, 1.110)

12.112 CORPORATE NAME

A. The name of any for-profit corporation shall contain the words, "Corporation", "Incorporated ", or "Limited", or shall contain an abbreviation of one of such words.

B. The name of any non-profit corporation may contain the words "Incorporated", "Corporation", "Limited", "Association", "Fund", "Society", "Club", "Foundation", or “A Non-profit Corporation," or shall contain an abbreviation of one of such words.

C. No corporation formed under Parts 2, 3 and 4 of this Chapter One shall use any corporate name which is the same as, or deceptively similar to, any other corporation formed pursuant to the sovereign powers of the Tribe.

D. No for-profit or non-profit corporation that is privately owned or controlled shall use any name or make any representation that implies that it is a subdivision or enterprise of the Tribe.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part One, 1.111)

12.112 FEES

The Director of Commerce shall be charged with determining and collecting fees as per a published schedule available upon request through the Department of Commerce:

A. for filing an application for incorporation and proposed articles of incorporation;

B. for filing an application for an amendment to the articles of incorporation;

C. for filing a statement of change of name or address of registered agent;

D. for filing any other statement or report of a corporation;

E. for furnishing a certified copy of any document, instrument report or other paper relating to a corporation;

F. for furnishing a certificate as to the status of a corporation or as to the existence or non-existence of facts relating to corporations;

G. for copies to any person or group, a charge; and

H. for furnishing a LTBB Odawa Tribal Business License in accordance with this Statute.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part One, 1.112)

PART TWO – TRIBAL CORPORATIONS

12.113 SCOPE

The provisions of this Chapter shall apply to each Tribal corporation, as defined in Section 12.116 of this Part of the Tribal Comprehensive Business Codes, formed under Tribal law, whether before or after the passage of this Chapter. The provisions of the Tribal Comprehensive Business Codes apply to tribal corporations operating pursuant to this Code where not inconsistent with the provisions contained herein.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Two, 2.101)

12.114 PURPOSE AND CONSTRUCTION

A. The purpose of the Part are:

1. to establish a uniform system of creation and regulation of Tribal corporations for economic purposes;

2. to preserve the sovereign immunity and protect the credit of the Tribe;

3. to address the status of Tribal sovereign immunity with respect to Tribal corporations, as required by economic and governmental necessity;

4. to provide for insulation of Tribal corporations from shifts of tribal politics;

5. to provide stability and increase the stature of Tribal corporations in the commercial world; and

6. to ensure that Tribal corporations comply with Tribal law.

B. The provisions of this Statute shall be liberally construed and applied to promote its underlying purposes and policies.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Two, 2.102)

12.115 DEFINTIONS

In addition to the definitions provided in the Preamble and General Definitions of this Statute the following terms, whenever used or referred to in this Statute, shall have the following respective meanings, unless different meanings clearly appear from the context:

A. "**Charter**" means the charter of a Tribal corporation, and includes approved articles of incorporation.

B. "**Tribal corporation**" means any for-profit businesses and non-profit organizations formed by the Tribal Council and wholly owned by the Tribe under this Part of these Codes.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Two, 2.103)

12.116 STATUS OF A TRIBAL CORPORATION

A. For purposes of taxation, regulatory jurisdiction and civil jurisdiction, a Tribal

corporation created by Tribal law shall be entitled to all of the privileges and immunities of the Tribe.

B. The Tribal Court shall have jurisdiction to decide all questions with respect to the status of a Tribal corporation formed under Tribal law.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Two, 2.104)

12.117 PREEXISTING TRIBAL CORPORATIONS

A Tribal corporation or entity whose existence precedes passage of this Code shall continue to exist and to perform its several functions and shall be deemed to be a Tribal corporation subject to these Codes if it (a) was created by the Tribal Council; (b) is wholly-owned by the Tribe; and (c) is either a non-profit organization or a for-profit business. The Department of Commerce and its Director will coordinate the effort to bring such preexisting Tribal corporations or entities into compliance with these Codes.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Two, 2.105)

12.118 SOVEREIGN IMMUNITY AND WAIVER

A. Sovereign Immunity of Tribal Corporation. A Tribal corporation is clothed by federal law with all the privileges and immunities of the Tribe, including sovereign immunity from suit in any state, federal or tribal court, except as specifically limited by the Tribal corporation charter. Nothing in this Statute shall be deemed or construed to be a waiver of sovereign immunity of a Tribal corporation from suit or to be a consent of the Tribal corporation or the Tribe, to the jurisdiction of the United States or of any state with regard to the business or affairs of the Tribal corporation or to any cause of action, case or controversy, except as provided herein.

B. Waiver of Sovereign Immunity of the Tribal Corporation. Tribal corporations may effectuate limited waivers of sovereign immunity for conducting day-to-day business if the waivers are made in accordance with either of the following methods:

1. Tribal Council may expressly authorize a limited waiver of sovereign immunity on a case-by-case basis through a specific resolution.

2. Within the text of the Tribal corporation's organizational documents, the Tribal Council may authorize the Tribal corporation to waive its sovereign immunity pursuant to transactions or agreements that the Tribal corporation may execute in the course of its ordinary business affairs.

3. Any waivers of sovereign immunity made pursuant to (1) or (2) above shall only expose the assets owned or held by the Tribal corporation and shall not subject other Tribal assets to liability. Waivers of sovereign immunity are disfavored and shall be granted only when necessary to secure a substantial advantage or benefit to the Tribal corporation. Waivers of sovereign immunity shall not be general but shall be specific and limited as to duration, grantee, transaction, property or funds, if any, of the Tribal corporation subject thereto. Neither the power to sue and be sued provided in the charter of the Tribal corporation, nor any express waiver of sovereign immunity by resolution of the corporation's board of directors or the Tribal Council shall be deemed a consent to the levy of any judgment, lien or attachment upon any property of the Tribal corporation other than property specifically pledged or assigned, or any property of the Tribe, or a consent to suit with respect to any land within the exterior boundaries of the Reservation or consent to the alienation, attachment or encumbrance of any such land.

C. Sovereign Immunity of the Tribe. All inherent sovereign rights of the Tribe as a federally recognized Indian tribe with respect to the existence of the Tribal corporation are hereby expressly reserved, including sovereign immunity from suit in any state, federal or tribal court. Nothing in a tribal entity charter shall be deemed or construed to be a waiver of sovereign immunity from suit of the Tribe or to be a consent of the Tribe to the jurisdiction of the United States or of any state with regard to the business affairs of the Tribal corporation or the Tribe or any cause of action, case or controversy, except as provided herein.

D. Credit of the Tribe. Nothing in a Tribal corporation charter, nor any activity of any Tribal corporation, shall implicate or in any way involve the credit of the Tribe, except as provided in Section 12.120.

E. **Inclusion in Charter**. The provisions of subsections (A)-(D) of this Section shall be included in the charter of each Tribal corporation by effect of this Code.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Two, 2.106)

12.119 ASSETS OF A TRIBAL CORPORATION

A Tribal corporation shall have only those assets of the Tribe formally assigned to it by the Tribal Council, together with whatever assets it acquires from other sources. No activity of a Tribal corporation nor any indebtedness incurred by it shall implicate or in any way involve any assets of Tribal members or the Tribe not assigned in writing to the Tribal corporation.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Two, 2.107)

12.121 TRIBAL CORPORATION CHARTER

The charter for a Tribal corporation formed under this Statute shall set forth:

A. The name of the Tribal corporation.

B. The purposes for which the Tribal corporation is organized.

C. Provisions for establishment of a governing body and determining membership thereof, if applicable.

D. The powers of the Tribal corporation.

E. The provisions of Section 12.119 providing for sovereign immunity and waivers thereof.

F. Provisions and bylaws directing management of the Tribal corporation and regulation of its affairs.

G. Provisions designed to insulate the Tribal corporation from shifts of tribal politics.

H. Provisions, if applicable, describing the Tribal corporation's use of tribal attorneys or other attorneys approved by the Tribal Council.

I. A statement of the Tribal corporation's duration.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Two, 2.108)

12.120 LIABILITY OF MEMBERS OF GOVERNING BODY OF TRIBAL CORPORATIONS

No member of the governing body or officers of any Tribal corporation formed under Tribal law shall be liable to any creditor of the Tribal corporation by reason of his or her status or service as a member or officer, or by reason of acts done in the course of his or her official duties.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Two, 2.109)

12.121 DISPOSITION OF ASSETS

Upon dissolution of a Tribal corporation, its assets shall be distributed at the direction of the Tribal Council, or its designee, as follows:

A. Any property held upon an express condition requiring its return, transfer or other disposition shall be distributed accordingly;

B. Any property or assets required to be distributed or transferred in any manner according to federal law shall be distributed or transferred accordingly;

C. Claims of creditors of the Tribal corporation approved by the Tribal Council shall be paid accordingly from the assets or funds of the corporation; and

D. Remaining assets shall be transferred to another Tribal corporation, to the Tribe, or distributed or transferred as the Tribal Council directs.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Two, 2.110)

12.122 AMENDMENT OF TRIBAL CORPORATION CHARTER

Any Tribal corporation charter formed under Tribal law may be amended only by the Tribal Council.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Two, 2.111)

12.123 MULTIPLE-YEAR AND LONG TERM LEASES AND PERMITS FOR TRIBAL CORPORATIONS

A. In order to facilitate the creation and maintenance of business and employment opportunities for Tribal corporations, the Tribe, Tribal members and Reservation residents, the Tribal Council may issue multiple-year and long term leases and permits for use of Tribal financial and natural resources, property, or may enter into other agreements with Tribal corporations as provided by Tribal laws and regulations.

B. The contents of leases and permits issued pursuant to this section shall include provisions for:

1. The date by which the resource will become available;

2. For permits and leases for resources that require annual quantities, the date each year by which such quantities will become available;

3. The total volume of resources covered by the lease or permit by total or annual amounts;

4. If applicable, the price of the resource covered by the lease and permit; and

5. Applicable environmental considerations that may be made part of the lease or permit.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Two, 2.112)

PART THREE – FOR-PROFIT CORPORATIONS CODE

12.124 SCOPE OF CODE

A. Unless otherwise provided, the provisions of this Code apply to all for-profit corporations formed under Tribal law. Only close corporations may be formed under the provisions set forth in this Code. This Code shall allow all individuals, whether Indian or non-Indian, to participate in the formation, management and ownership of any corporation created under this Code, unless provided for otherwise in the corporation's organizational documents.

B. Any individual, Indian or non-Indian, as defined in Chapter One, Part One of the Tribal Comprehensive Business Codes, over the age of 18 years who wishes to incorporate a for-profit business may apply to the Director of Commerce for the issuance of a certificate of incorporation under this Code, provided that the articles of incorporation shall provide that all of the issued shares of the corporation are to be subject to one or both of the following restrictions on transfer of shares:

1. A shareholder must offer to the corporation or to one or more shareholders of the corporation or to any person who is a member of any class designated by the corporate charter or to any combination of the foregoing, a prior opportunity to acquire such shares; or

2. The corporation, or the holders of shares of a particular class of the corporation must consent to any proposed transfer of the shares.

C. The Tribal Council retains the authority to issue corporate charters for business corporations not eligible to be formed under this Code.

D. The provisions of this Code shall be applied to promote its underlying purposes and policies.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.101)

12.125 DEFINITIONS OF TERMS USED IN THIS CODE

In addition to the definitions provided in the Preamble and General Definitions and Part One of this Code, the following definitions apply in this Part:

A. "**Corporation**" means a corporation formed under this Part 3 of this Code;

B. "**Director**" means a member of a group elected or otherwise authorized to govern the affairs of the corporation, and includes trustees, governors, regents, and other similar terms;

C. "**Member**" means (without regard to what a person is called in the articles or bylaws) any person who on more than one occasion, pursuant to a provision of a corporation's articles or bylaws, has the right to vote for the election of a director or directors. A person is not a member solely by virtue of any of the following:

1. any rights such person has as a member of the staff or student body of any school or college to vote for a director;

2. any rights such person has to designate a director or directors; or

3. any rights such person has as a director.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.102)

12.126 GENERAL POWERS OF BUSINESS CORPORATIONS

Unless its articles of incorporation provide otherwise, every corporation has perpetual duration and succession in its corporate name and has the same powers as an individual to do all things necessary or convenient to carry out its business and affairs, including without limitation the power:

A. to sue and be sued, complain and defend in its corporate name, except that nothing in this Part shall limit the application of Section 12.119 of the Tribal Corporations Code;

B. to have a corporate seal, which may be altered at will, and to use it, or a facsimile of it, by impressing of affixing it or in any other manner reproducing it;

C. to make and amend bylaws, not inconsistent with its articles of incorporation or with the laws of the Tribe, for managing the business and regulating the affairs of the corporation;

D. to purchase, receive, lease, or acquire, whether by gift, devise, bequest or otherwise, and to own, hold, improve, use and otherwise deal with, real or personal property, or any legal or equitable interest in property, wherever located;

E. to sell, convey, mortgage, pledge, lease, exchange, and otherwise dispose of all or any part of its property;

F. to purchase, receive, subscribe for, or otherwise acquire; own, hold, vote, use, sell, mortgage, lend, pledge, or otherwise dispose of; and deal in and with shares or other interests in, or obligations of any other entity;

G. to make contracts and guarantees, incur liabilities, borrow money, issue its notes, bonds, and other obligations (which may be convertible into or include the option to purchase other securities of the corporation), and secure any of its obligations by mortgage or pledge of any of its property, franchises or income;

H. to lend money, invest and reinvest its funds, and receive and hold real and personal property as security for repayment;

I. to be a promoter, partner, member, associate, or manager of any partnership, joint venture, trust or other entity;

J. to conduct its business, structure and restructure its operations, locate offices, and exercise the powers granted by this Code within or without the Reservation;

K. to elect directors and appoint officers, employees, and agents of the corporation, define their duties, fix their compensation, and lend them money and credit;

L. to make donations for the public welfare or for charitable, scientific, or educational purposes;

M. to transact any lawful business that will aid government policy;

N. to make payments or donations, or do any other act, not inconsistent with law, that furthers the business affairs of the corporation;

O. to cease its corporate activities and surrender its corporate franchise.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.103)

12.127 DEFENSE OF ULTRA VIRES

No act of a corporation and no conveyance or transfer of real or personal property to or by a corporation shall be invalid by reason of the fact that the corporation was without capacity or power to do such act or to make or receive such conveyance or transfer, but such lack of capacity or power may be asserted:

A. In a proceeding by a shareholder against the corporation to enjoin the doing of any act or acts or the transfer of real or personal property by or to the corporation. If the unauthorized acts or transfer sought to be enjoined are being, or are to be, performed or made pursuant to any contract to which the corporation is a party, the court may, if all the parties to the contract are parties to the proceeding and if it deems the same to be equitable, set aside and enjoin the performance of such contract, and in so doing may allow to the corporation or to the other parties to the contract, as the case may be, compensation for the loss of damage sustained by either of them which may result from the action of the court in setting aside and enjoining the performance or such contract, but anticipated profits to be derived from the performance of the contract shall not be awarded by the court as a loss or damage sustained.

B. In a proceeding by the corporation, whether acting directly or through a receiver, trustee, or other legal representative, or through shareholders in a representative suit, against the incumbent or former officers or directors of the corporation.

C. In a proceeding by the Director of Commerce, as provided in this Code, to dissolve the corporation, or to enjoin the corporation from the transaction of unauthorized business.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.104)

12.130 ARTICLES OF INCORPORATION

A. The articles of incorporation for any corporation formed under this Code shall set forth:

1. The name of the Corporation.

2. The period of duration, which may be perpetual or for a stated term of years.

3. The purpose or purposes for which the corporation is organized which may be stated to be, or to include, the transaction of any or all lawful business for which corporations may be incorporated under this Code.

4. The aggregate number of shares that the corporation shall have authority to issue, and if such shares are divided into classes, the number of shares in each class.

a. If the shares are divided into classes, the designation of each class and a statement to the preference, limitation and relative rights in respect of the shares of each class.

b. If the corporation is to issue the shares of any preferred or special class in series, then the designation of each series and a statement of the variations in the relative rights and preferences as between series insofar as the same are fixed in the articles of incorporation, and a statement of any authority to be vested in the board of directors to establish series and fix and determine the variations in the relative rights and preferences as between series.

5. Any provision limiting or denying to shareholders the preemptive right to acquire additional shares of the corporation.

6. The name and address of its initial registered agent and the address of its principal office.

7. A description of any election to operate without a board of directors under Section 12.147 of this Code.

8. The number of directors constituting the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify; provided, however, that it all persons who have agreed to purchase shares shall enter into a written agreement under Section 12.147 of this Code to operate the corporation without a board of directors, that fact shall be recited in the articles of incorporation and the names and addresses of the persons who are to be voting shareholders shall be listed instead.

9. The name and address of each incorporator.

10. One or more of the restrictions on the transfer of shares described in Section 12.126 of this Code and all other restrictions on the transfer of shares.

11. The following notice, conspicuously displayed:

> THIS IS A CLOSE CORPORATION FORMED PURSUANT TO THE LTBB ODAWA TRIBAL COMPREHENSIVE BUSINESS CODES, TITLE XX. THE RIGHTS OF SHAREHOLDERS IN THIS CORPORATION MAY DIFFER MATERIALLY FROM THE RIGHTS OF SHAREHOLDERS IN OTHER CORPORATIONS. COPIES OF DOCUMENTS WHICH RESTRICT TRANSFERS AND AFFECT VOTING AND OTHER RIGHTS MAY BE OBTAINED BY A SHAREHOLDER ON WRITTEN REQUEST TO THE CORPORATION.

B. In addition to the provisions required under this section, the articles of incorporation may also contain provisions not inconsistent with Tribal law regarding:

1. The direction of the management of the business and the regulation of the

affairs of the corporation;

2. The definition, limitation, and regulation of the powers of the corporation, the directors, and the shareholders, or any class of the shareholders;

3. The par value of any authorized shares of class of shares; and

4. Any other provision that this Code requires or permits to be set forth in the corporation's bylaws.

C. It shall not be necessary to set forth in the articles of incorporation any of the corporate powers enumerated in this Code.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.105)

12.131 FILING ARTICLES OF INCORPORATION

Duplicate originals of the articles of incorporation shall be delivered to the Director of Commerce. If the Director of Commerce finds that the articles of incorporation conform to this Code, he/she shall, when all the fees have been paid in accordance with this Code:

A. Endorse on each of such originals the word "Filed" and the effective date of the filing thereof.

B. File one of such originals.

C. Issue a certificate of incorporation to which the other original shall be affixed.

The certificate of incorporation together with the original articles of incorporation affixed thereto shall be returned to the incorporators or their representatives.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.106)

12.132 EFFECT OF FILING THE ARTICLES OF INCORPORATION –

CERTIFICATE OF INCORPORATION

Upon the filing of the articles of incorporation, the corporate existence shall begin, and the certificate of incorporation shall be conclusive evidence that all conditions precedent required to be performed by the incorporators have been complied with and that the corporation has been incorporated under this Code, except as against the Tribe in a proceeding to cancel or revoke the certificate of incorporation or for involuntary dissolution of the corporation.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.107)

12.133 ORGANIZATION MEETNG OF DIRECTORS

After the issuance of the certificate of incorporation, an organizational meeting of the board of directors named in the articles of incorporation shall be held at the call of a majority of the directors named in the articles of incorporation for the purpose of adopting bylaws not inconsistent with this Code, electing officers, and the transaction of such other business as may come before the meeting. The directors calling the meeting shall give at least three days' notice thereof by mail to each director so named, which notice shall state the time and place of meeting. Any action permitted to be taken at the organization meeting of the directors may be taken without a meeting if each director signs an instrument that states the action so taken.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.108)

12.134 AUTHORIZED SHARES

Each corporation shall have power to create and issue the number of shares stated in its articles of incorporation. Such shares may be divided into one or more classes with such designations, preferences, limitations, relative rights and special voting rights as deemed appropriate for the shares of any class to the extent not inconsistent with the provisions of the Tribe. Unless otherwise provided in the articles of incorporation, such shares shall carry preemptive rights.

Without limiting the authority herein contained, a corporation, when so provided in its articles of incorporation, may issue shares of preferred or special classes:

A. Subject to the right of the corporation to redeem any of such shares at the price fixed by the articles of incorporation for the redemption thereof.

B. Entitling the holders thereof to cumulative, non-cumulative or partially cumulative dividends.

C. Having preference over other class or classes of shares as to the payment of dividends.

D. Having preference in the assets of the corporation over any other class of shares or classes of shares upon the voluntary or involuntary liquidation of the corporation.

E. Convertible into shares of any other class or into shares of any series of the same or any other class, except a class having prior or superior rights and preferences as to dividends or distribution of assets upon liquidation.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.109)

12.135 CERTIFICATES REPRESENTING SHARES

A. Shares of a corporation may or may not be represented by certificates. Unless this Code or another statute expressly provides otherwise, the rights and obligations of shareholders are identical whether or not their shares are represented by certificates.

B. At a minimum each share certificate must state on its face:

1. the name of the issuing corporation and that it is organized under the laws of the Tribe;

2. the name of the person to whom issued; and

3. the number and class of shares and the designation of the series, if any, the certificate represents.

C. If the issuing corporation is authorized to issue different classes of shares of different series within a class, then the designations, relative rights, preferences, and limitations applicable to each class and the variations in rights, preferences, and limitations determined for each series (and the authority of the board of directors to determine variations for future series) must be summarized on the front or back of each certificate. Alternatively, each certificate must state conspicuously on its front or back that the corporation will furnish the shareholder this information on request in writing and without charge.

D. Each share certificate (1) must be signed (either manually or in facsimile) by two officers designated in the bylaws or by the board of directors and (2) must bear the corporate seal or its facsimile.

E. If the person who signed (either manually or in facsimile) a share certificate no longer holds office when the certificate is issued, the certificate is nevertheless valid.

F. No certificate shall be issued for any share until the consideration established for its issuance shall have been received by the corporation.

G. Within a reasonable time after the issue or transfer of shares without certificates, the corporation shall send the shareholder a written statement of the information required on certificates by this section.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.110)

12.136 SUBSCRIPTION FOR SHARES

A subscription for shares of a corporation to be organized shall be in writing and shall be irrevocable for a period of six months, unless otherwise provided by the terms of the subscription agreement or unless all subscribers consent to the revocation of such subscription.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.111)

12.137 DETERMINATION OF PRICE – PAYMENT OF SHARES

A. The powers granted in this section are subject to restriction by the articles of incorporation.

B. Shares may be issued at price determined by the board of directors, or the board may set a minimum price or establish a formula or method by which the price may be determined.

C. Consideration for shares may consist of cash, promissory notes, services performed, contracts for services to be performed, or any other tangible or intangible property. If shares are issued for other than cash, the board of directors shall determine the value of the consideration.

D. Shares issued when the corporation receives the consideration determined by the board are validly issued, fully paid, and non-assessable.

E. A good faith judgment of the board of directors as to the value of the consideration received for shares is conclusive.

F. The corporation may place shares issued for a contract for future services of a promissory note in escrow, or make other arrangements to restrict the transfer of the shares, and may credit distributions in respect of the shares against their purchase price, until the services are performed or the note is paid. If the services are not performed or the note is not paid, the shares escrowed or restricted and the distributions credited may be canceled in whole or in part.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.112)

12.138 EXPENSES OF ORGANIZATION, REORGANIZING AND FINANCING

The reasonable charges and expenses of organization of a corporation, and the reasonable expenses of and compensation for the sale or underwriting of its shares, may be paid or allowed by such corporation out of the consideration received by it in payment for its shares without thereby rendering such shares assessable.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.113)

12.139 STOCKHOLDER'S LIABILITY – CONSIDERATION FOR SHARES

A holder of or subscriber to shares of a corporation shall be under no obligation to the corporation or its creditors with respect to such shares other than the obligation to pay to the corporation the full consideration for which such shares were issued or were to be issued, except that he or she may become personally liable by reason of his or her own acts or conduct.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.114)

12.140 STATED CAPITAL; DETERMINATION OF AMOUNT

A. The consideration received by a corporation for its shares shall constitute stated capital. If the shares have been assigned a par value, the consideration received shall constitute stated capital to the extent of the par value of such shares, and the excess, if any, of such consideration shall constitute capital surplus.

B. The stated capital of a corporation may be increased from time to time by resolution of the board of directors directing that all or part of the surplus of the corporation be transferred to stated capital. The board of directors may direct that the amount of the surplus so transferred shall be deemed to be stated capital in respect of any designated class of shares.

C. Dividends shall not be paid out of stated capital.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.115)

12.141 PAYMENT OF DEFICITS OUT OF CAPITAL SURPLUS OR EARNED SURPLUS

A corporation may, by resolution of its board of directors, apply any or all of its capital surplus to the reduction or elimination of any deficit arising from losses, however incurred, but only after first eliminating the earned surplus, if any, of the corporation by applying such losses against earned surplus and only to the extent that such losses exceed the earned surplus, if any. Each such application of capital surplus shall, to the extent thereof, effect a reduction of capital surplus.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.116)

12.142 INSOLVENT CORPORATION PROHIBITED FROM PURCHASING ITS OWN SHARES

No purchase of or payment for its own shares shall be made by a corporation at a time when the corporation is insolvent or when such purchase or payment would make it insolvent.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.117)

12.143 SHARES TRANSFER RESTRICTIONS

A. Except as otherwise provided in the articles of incorporation, no interest in shares of a corporation formed under this Code may be transferred, by operation of law or otherwise, whether voluntary or involuntary.

B. Subsection (A) above shall not apply to a transfer:

1. to the corporation or to any other holder of the same class of shares;

2. to members of the holder's immediate family, or to a trust, all of whose beneficiaries are members of the holder's immediate family. A holder's immediate family shall include his or her spouse, parents, lineal descendants (including any

adopted children and stepchildren) and spouse of any lineal descendants, and brother and sisters;

3. which has been consented to in writing by all of the holders of the corporation's common shares having voting rights;

C. to an executor or administrator upon the death of a shareholder or to a trustee or receiver as a result of a bankruptcy, insolvency, dissolution, or similar proceeding brought by or against a shareholder;

D. by merger, consolidation or a share exchange of existing shares for other shares of a different class or series in the corporation;

E. by a pledge as collateral for a loan that does not grant the pledgee any voting rights possessed by the pledgor.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.118)

12.144 OFFER TO SELL SHARES

A. Any person desiring to transfer shares in a transaction that is prohibited by Section 12.143 (a) and is not exempt under Section 12.143 (b) shall obtain a written offer from a third party who meets the requirements in paragraphs (1) and (2) of this subsection to purchase such shares for cash and shall deliver written notice of the third party offer to the corporation's registered office stating the number and kind of shares, the offering price, the other terms of the offer, and the name and address of the third party offeror. No transfer shall be made to a third party unless:

1. the third party is eligible to become a qualified shareholder under the provisions of any federal, state or Tribal tax statute that the corporation has elected to be subject to and the third party shall agree in writing not to take any action to terminate the election without the approval of the remaining shareholders;

2. the transfer to the third party will not result in the imposition of the personal holding company tax or any similar Tribal, state or federal penalty tax on the corporation.

B. The notice specified in subsection (a) shall constitute an offer to sell the shares to the corporation on the terms of the third party offer. Within 20 days after the corporation receives the notice, the corporation shall call a special meeting of shareholders which shall be held not more than 40 days after the call, for the purpose of determining whether to purchase all (but not less than all) of the offered shares. Approval of action to purchase shall be by affirmative vote of the holders of a majority of the shares entitled to vote excluding the offered shares. With the consent of all the shareholders entitled to vote for the approval, the corporation may allocate some or all of the shares to one or more shareholders or to other persons, but if the corporation has more than one class of shares, the remaining holders of the class of shares being offered for sale shall have a first option to purchase the shares that are not purchased by the corporation, in proportion to their shareholdings or in such proportion as shall be agreeable to those desiring to participate in the purchase.

C. Written notice of the acceptance of the shareholder's offer shall be delivered or sent to the offering shareholder at the address specified in his notice to the corporation, or in the absence of any specification, at his last known address as reflected in the records of the corporation, within 75 days after receipt of the shareholder's offer. Notice sent by U.S. mail shall be timely if it is deposited in the mail prior to midnight of the 75th day following the date the offer from the shareholder was received by the corporation. If the notice contains terms of purchase different from those contained in the shareholder's notice, the different terms shall be deemed a counter-offer and unless the shareholder wishing to transfer his or her stock accepts in writing the counter-offer, or the shareholder and the purchaser(s) otherwise resolve by written agreement the differences between the offer and counter offer within 15 days of receipt by the shareholder of the notice of acceptance, the notice containing the counter offer shall be ineffective as an acceptance.

D. If a contract to sell is created under subsection (C), the shareholder shall make delivery of all the certificates for the stock so sold, duly endorsed, within 20 days of receipt of the notice of acceptance, or in the case of un-certificated securities, shall within

the 20 day period deliver to the corporation the required instruction requesting that the transfer be made. Breach of any of the terms of the contract shall entitle the non-breaching party to any remedy at law or equity allowed for breach of a contract, including, without limitation, specific performance.

E. If the offer to sell is not accepted pursuant to subsections (C) and (D), the shareholder shall be entitled to transfer to the third party offeror all (but not less than all) of the offered shares within 120 days after delivery of the shareholder's notice specified in subsection (C) in accordance with the terms specified in the shareholder's notice.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.119)

12.145 TRANSFER OF SHARES IN BREACH OF TRANSFER RESTRICTIONS

Any attempted transfer of shares in a corporation formed under this Code in violation of any transfer restriction binding on the transferee shall be ineffective. Any attempted transfer of share in a corporation formed under this Code in violation of any transfer restriction not binding on the transferee because the notice required by Sections 12.143(B)(2) of this Statute has not been given shall give the corporation the option, exercisable by notice and payment within 30 days after presentation of the shares for registration in the name of the transferee, to purchase the shares from the transferee for the same price and terms.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.120)

12.146 SALE OF ASSETS

Unless otherwise provided in the articles of incorporation, a sale, lease, exchange, or other disposition, not made in the usual and regular course of its business, of all, or substantially all, the property and assets, with or without the good will, of a corporation formed under this Code shall require the affirmative vote of all of the holders of outstanding shares of each class of shares of the corporation, whether or not otherwise entitled to vote thereon.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.121)

12.147 ELECTION NOT TO HAVE A BOARD OF DIRECTORS

A. A corporation formed under this Code may operate without a board of directors if the articles of incorporation contain a statement to that effect. In this case, the following shall apply:

B. All corporate powers shall be exercised by and the business affairs of the corporation shall be managed under the direction of the shareholders of the corporation, and all powers and duties conferred or imposed upon the board or directors by this Code shall be exercised by the shareholders.

C. No liability that would otherwise be imposed on the directors shall be imposed on a shareholder by virtue of any act or failure to act unless the shareholder was entitled to vote on the action.

D. Any requirement that an instrument filed with any government agency contain a statement that a specified action has been taken by the board of directors shall be satisfied by a statement that the corporation is formed under this Code having no board of directors and that the action was duly approved by the shareholders.

E. The shareholders by resolution may appoint one or more shareholders to sign any documents as "Designated Directors".

F. Unless the articles of incorporation otherwise provide, any action requiring director approval or both director and shareholder approval shall be sufficiently authorized by shareholder approval and any action otherwise requiring a vote of the majority or greater percentage of the board of directors shall require the affirmative vote of the holder of a majority, or such greater percentage, of the shares entitled to vote thereon.

G. Any amendment to the articles of incorporation to include provisions authorized by Section 12.147(A) must be approved by the holders of all the shares of the corporation

whether or not they are otherwise entitled to vote thereon, or all the subscribers to such shares, or the incorporators, as the case may be. Any amendment to the articles of incorporation to delete the election must be approved by the affirmative vote of the holders of all of the shares of the corporation whether or not they are otherwise entitled to vote thereon.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.122)

12.148 AGREEMENTS AMONG SHAREHOLDERS

A. The shareholders of a corporation formed under this Code may by unanimous action enter into one or more written agreements to regulate the exercise of the corporate powers and the management of the business and affairs of the corporation or the relations among the shareholders of the corporation.

B. Any agreement authorized by this section shall be valid and enforceable according to its terms notwithstanding the elimination of the board of directors, any restriction on the discretion or powers of the board of directors, or any proxy or weighted voting rights given to directors and notwithstanding that the effect of the agreement is to treat the corporation as if it were a partnership or that the arrangement of the relations among the shareholders or between the shareholders and the corporation would otherwise be appropriate only among partners.

C. If the corporation has a board of directors, the effect of an agreement authorized by this section restricting the discretionary powers of the directors shall be to relieve the directors of, and impose upon the person or persons on whom such discretion or powers are vested, the liability for acts or omissions imposed by law upon directors to the extent that the discretion of powers of the directors are controlled by the agreement.

D. Any election not to have a board of directors in an agreement authorized by this section shall not be valid unless the articles of incorporation contain a statement to that effect in accordance with Section 12.147 of this Code.

E. A shareholder agreement authorized by this section shall not be amended except

by the unanimous written consent of the shareholders unless otherwise provided in the agreement.

F. Any action permitted by this section to be taken by shareholders may be taken by the subscribers to shares of the corporation if no shares have been issued at the time of the agreement authorized by the section.

G. Provisions otherwise required to be stated in corporate bylaws may be contained with equal effect in a shareholder's agreement.

H. This section shall not prohibit any other agreement among two or more shareholders not otherwise prohibited by law.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.123)

12.149 SHAREHOLDERS' RIGHT TO INSPECT RECORDS

A. A corporation shall keep at least the following records:

1. Minutes of all shareholders, meetings and board of director's meetings;

2. Appropriate accounting records;

3. Names and addresses of all shareholders and the number and class of shares held;

4. Current articles of incorporation, bylaws and shareholders' agreements described in Section 12.148;

5. Resolutions adopted by the board of directors.

B. Upon five days written notice, a shareholder of the corporation is entitled to inspect and copy records referred to in Section 12.149(A) above, subject to the following requirements:

1. The shareholder's demand must be made in good faith and for a proper purpose;

2. The shareholder must describe with reasonable particularity his or her purpose and the records he or she desires to inspect;

3. The records must be directly connected with his or her purpose;

4. The corporation may impose a reasonable charge covering the costs of labor and materials for copies of documents made for the shareholder; provided, however, that the charge may not exceed any estimates of such costs provided to the shareholder.

C. A shareholder's agent or attorney has the same inspection and copying rights as the shareholder he or she represents.

D. A corporation may take reasonable steps to prevent the dissemination of trade secrets, propriety information or other commercially-sensitive information to persons other than shareholders.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.124)

12.150 ANNUAL MEETING

A corporation formed under this Code may establish in its articles of incorporation or bylaws, or in a shareholders' agreement authorized by Section 12.148, a date at which an annual meeting of shareholders shall be held, if called, and if not so established the date shall be the first business day after May 31st. Unless otherwise provided in the articles of incorporation, no annual meeting need be held unless a written request thereof is delivered to the corporation by any shareholder not less than 30 days before the date specified for the meeting.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.125)

12.151 SPECIAL MEETINGS OF SHAREHOLDERS

A. A corporation shall hold a special meeting of shareholders:

B. If authorized by the board of directors or the person or persons authorized to do so by the articles of incorporation or bylaws; or

C. If the holders of at least 10 percent of all the votes entitled to be cast on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the corporation's secretary one or more written demands for the meeting describing the purposes for which it is to be held.

D. Special shareholders' meetings may be held on or off the Reservation, at the place stated in accordance with the bylaws. If no place is stated in the bylaws, special meetings shall be held at the corporation's principal office.

E. Only business within the purposes described in the notice sent to shareholders may be conducted at a special shareholders' meeting.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.126)

12.152 NOTICE OF MEETING OF SHAREHOLDERS

A. A corporation shall notify shareholders of the date, time and place of each annual and special shareholders meeting no fewer than 10 or more than 60 days before the meeting. Unless this Code or the articles of incorporation require otherwise, the corporation is required to give notice only to shareholders entitled to vote at the meeting. Notice shall be given by mail or telephone, using the most recent address or telephone number supplied to the corporation by each shareholder.

B. If an annual or special shareholders' meeting is adjourned to a different date, time and place, notice need not be given of the new date, time or place if that information is announced before meeting adjournment.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.127)

12.153 SHAREHOLDER SALE OPTION AT DEATH

A. If the articles of incorporation of a corporation formed under this Code provide that this section shall apply to the corporation, then the executor or administrator of the estate of any deceased shareholder shall, subject to any directions in the deceased shareholder's last will and testament, have the right to require the corporation to elect either to purchase or cause the purchase of all, but not less than all, of the shares of the decedent pursuant to Section 12.153(D)-(F), or to be dissolved.

B. A modification of the provisions in this section shall be valid if it is set forth or referred to in the articles of incorporation.

C. Any amendment to the articles of incorporation to provide that this section shall apply to, delete or modify the provisions of this section shall be approved by the unanimous vote of the holders of each class of shares of the corporation affected by the proposed deletion on modification, whether or not they are otherwise entitled to vote thereon; but if the corporation has no shareholders at the time of the proposed amendment, by the unanimous vote of all the subscribers of all of the incorporators, as the case may be.

D. A person exercising rights under this section shall, within six months after the death of the beneficial owner of shares, deliver a written notice to the corporation's registered office specifying the number and class of all shares beneficially owned by the deceased shareholder and stating that an offer by the corporation to purchase such shares is being solicited pursuant to this section. Within 20 days after receipt of the notice, the president of the corporation shall call a special meeting of shareholders, which shall be held not more than 40 days after the call, for the purpose of determining whether to offer to purchase the shares. Approval of an action to offer to purchase the shares shall be by affirmative vote of the holders of a majority of shares entitled to vote, excluding the shares covered by the notice. With the consent of all the shareholders entitled to vote for approval, the corporation may allocate some or all of the shares to one or more

shareholders, or to other persons, but if the corporation has more than one class of shares, the remaining holders of the class of shares being offered for sale shall have first option to purchase the shares that are not purchased by the corporation in proportion to their shareholdings or such proportion as shall be agreeable to those desiring to purchase. Written notice of any offer to purchase approved by the shareholders, or that no offer to purchase was approved, shall be delivered or sent to the person exercising his or her rights under this section within 75 days after delivery of the notice soliciting the offer to purchase. Any offer to purchase shall be accompanied by copies of the corporation's end of year balance sheets, and profit and loss statements for the preceding two accounting years and any available interim balance sheet and profit and loss statement.

E. To the extent the price and other terms for purchasing shares of a transferring shareholder by the corporation or remaining shareholders are fixed or are to be determined pursuant to provisions in the articles of incorporation, the bylaws of the corporation, or by written agreement, those provisions shall be binding, except that in the event of a default in any payment due, Section 12.153(H) shall apply and the person exercising his or her rights under this section shall have the right to petition for dissolution of the corporation. Any offer to purchase shall be accepted or rejected in writing within 15 days.

F. If an offer to purchase is rejected, or if no offer to purchase is made, the person exercising rights under this section may commence an action in the Tribal Court. The jurisdiction of the court shall be plenary and exclusive. The corporation shall be made a party defendant in such action and shall, at its expense, give notice of the commencement of the action to all of its shareholders and such other persons as the court may direct. The court shall proceed to determine the fair value of the shares of the person exercising the rights under this section by considering the going concern values of the corporation, any agreement among the same or all of the shareholders fixing a price or specifying a formula for determining the value of the corporation's shares for any purpose, the recommendations of any appraiser appointed by the court, any legal constraints on the ability of the corporation to acquire the shares to be purchased, and other relevant evidence. The court shall then enter an order requiring the corporation to cause the purchase of the shares at fair value and on the other terms so determined or to give such person the right to have the corporation dissolved.

G. Upon the petition of the corporation, the court may modify its decree to change the terms of payment if it finds that the changed financial or legal ability of the corporation or other purchasers of the shares to complete the purchase justifies a modification. Any person making a payment in order to prevent or insure against any default by any purchaser shall be entitled to recover the excess payment from the defaulting person.

H. If the corporation or other purchaser fails for any reason to make any payment specified in the court decree within 30 days after the due date for such payment, the court shall, upon the petition of the person to whom the payment is due and in the absence of good cause shown by the corporation, enter a decree dissolving the corporation.

I. If the fair value of the shares as determined by the court does not materially exceed the last offer made by the corporation prior to the commencement of an action brought pursuant to subsection (F) and the court finds that the failure of the person exercising rights under this section to accept the corporation's last offer was arbitrary, baseless, or not otherwise in good faith, the court may assess all or a portion of the costs and expenses of the action against such person.

J. If the fair value of the shares as determined by the court materially exceeds the amount of the last offer made by the corporation prior to the time a petition was filed pursuant to subsection (F) and the court finds that the corporation's last offer was arbitrary, baseless, or was otherwise not made in good faith, the court may assess all or a portion of the costs and expenses of the action against the corporation.

K. Expenses assessable under subsections (I) and (J) shall include reasonable compensation for and reasonable expenses of any appraisers appointed by the court, and the reasonable fees and expenses of counsel for and experts employed by any party.

L. Except as provided in subsections (I) and (J), the legal costs of an action filed pursuant to subsection (F) shall be assessed on an equal basis between the corporation and any party exercising rights under this section, and all other fees and expenses shall be borne by the party incurring the fees and expenses.

M. Any shareholder may waive his or her and his or her estate's and heirs' rights under this section by a signed writing.

N. This section shall not be construed to prohibit any other agreement not prohibited by law that provides for the purchase of shares of the corporation, nor shall it prevent a shareholder from enforcing any other remedy he or she may have.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.128)

12.154 ACTIONS BY SHAREHOLDERS OF CLOSE CORPORATIONS

A. Any shareholder of record, the beneficial owner of share held by a nominee, or the holder of voting trust certificates of a corporation formed under this Code may file a petition in the Tribal Court for relief on the grounds that:

B. The directors or those in control of the corporation have or will have conducted the business and affairs of the corporation in a manner which is not in good faith and which is unfair or oppressive as to the petitioner. Such conduct shall include, but shall not be limited to, unfairly depriving the shareholder of the benefit of his or her investment in preference to other shareholders by failing to pay dividends that in good faith ought to be paid, or using the payment of wages as an unfair device to divert income from the petitioner; or

C. Conditions exist that would be grounds for judicial dissolution of the corporation under Section 12.188.

D. In determining whether one or more of the conditions specified in subsection (A) above exist, the court shall give due consideration to the strict fiduciary duty that shareholders of corporations formed under this Code owe to one another. Such fiduciary duty shall include good faith, fairness and loyalty.

E. The jurisdiction of the Tribal Court shall be plenary and exclusive. If the Tribal Court finds that one or more of the conditions specified in subsection (A) exist, it shall

grant such relief as in its discretion it deems appropriate, including, without limitation, orders granting one or more of the following types of relief:

1. Canceling, altering or enjoining any resolution or other act of the corporation;

2. Directing or prohibiting any act of the corporation or of shareholders, directors, officers, or other persons party to the action;

3. Canceling or altering any provision contained in the articles of incorporation or by-laws of the corporation;

4. Removing from office any director or officer, or ordering that a person be appointed a director of officer;

5. Requiring an accounting with respect to any matters in dispute;

6. Appointing a custodian to manage the business and affairs of the corporation;

7. Appointing a provisional director who shall have all the rights, powers, and duties of a duly elected director and shall serve for the term and under conditions established by the Tribal Court;

8. Ordering the payment of dividends;

9. If the Tribal Court finds the relief specified in paragraphs (1) through (8) is or would be inadequate or inappropriate, ordering that the corporation is liquidated and dissolved unless either the corporation or one or more of the remaining shareholders has purchased all of the shares of another shareholder at their fair value by a designated date, with the fair value and terms of the purchase to be determined as provided by Section 12.154(E). In the event the share purchase is not consummated and the corporation is dissolved and liquidated, any shareholder whose shares were to be purchased shall have the same rights and

priorities in the assets of the corporation as would have been the case had no purchase been ordered by the Tribal Court.

10. Awarding damages to any aggrieved party in addition to or in lieu of any other relief granted.

11. In determining whether to enter a judgment under paragraph (9), the Tribal Court shall take into consideration the financial condition of the corporation but shall not refuse to order liquidation solely on the grounds that the corporation has earned surplus or current operating profits.

F. If the Tribal Court determines that any party to a proceeding brought under this section has acted arbitrarily, capriciously, or otherwise not in good faith, it may award reasonable expenses, including attorneys, fees and the costs of any appraisers of other experts, to one or more of the other parties.

G. If the Tribal Court orders relief pursuant to subsection (E)(9), the court shall:

1. Proceed to determine the fair value of the shares to be purchased, considering the going concern values of the corporation, any agreement among the same or all of the shareholders fixing a price or specifying a formula for determining the value of the corporation's shares for any purpose, the recommendations of any appraiser appointed by the Tribal Court, any legal constraints on the ability of the corporation to acquire the shares to be purchased, and other relevant evidence.

2. Enter a decree specifying the identity of the purchaser and the terms of the purchase found to be proper under the circumstances, including such provisions as are deemed proper concerning payment of the purchase price in two or more installments, payment of interest on the installments, subordination of the obligation to the rights of other creditors of the corporation, security for the deferred purchase price, and a covenant not to compete or other restriction on the selling shareholder.

3. Order that the selling shareholder shall, concurrently with the payment of the purchase price, or in the event of an installment purchase concurrently with the payment of the initial payment called for in the order make delivery of all his or her shares and from that date have no rights or claims against the corporation or its directors, officers, or shareholders by reason of his or her having been a director, officer, or shareholder of the corporation, except the right to receive the unpaid balance of the amount awarded under this section and any amounts due under any agreement with the corporation for the remaining shareholders that are not terminated by the court's order.

4. Order that if the purchase is not completed in accordance with the court's decree, the corporation shall be liquidated.

H. Except as otherwise provided in subsection (G), the rights of a shareholder to file a proceeding under this section are in addition to and not in lieu of any other rights or remedies the shareholder may have.

I. No shareholder shall be eligible to file an action under this section until he or she shall have exhausted all non-judicial remedies for resolution of the issues in dispute.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.129)

12.155 LIMITED LIABILITY

The failure of a corporation to observe usual corporate formalities or requirements relating to the exercise of its corporate powers or the management of its business and affairs shall not be grounds for imposing personal liability on the shareholders for obligations of the corporation.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.130)

12.156 DUTIES OF BOARD OF DIRECTORS

Unless the election under Section 12.147 of this Code to operate without a board of

directors has been made, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation managed under the direction of, its board of directors, subject to any limitations set forth in the articles of incorporation.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.131)

12.157 QUALIFICATIONS OF DIRECTORS

The articles of incorporation or bylaws may prescribe qualifications for directors. Directors and shareholders shall have no residency requirements. A director shall be at least 18 years of age.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.132)

12.158 TERMS OF DIRECTORS

A. The terms of the initial directors of the corporation expire at the first shareholders' meeting at which directors are elected.

B. The terms of all other directors expire at the next annual shareholders' meeting following their election unless the articles of incorporation provide that their terms be staggered.

C. A decrease in the number of directors does not shorten an incumbent director's term.

D. The term of a director elected to fill a vacancy expires at the next shareholders' meeting at which directors are elected.

E. Despite the expiration of a director's term, he or she continues to serve until his or her successor is elected and qualifies or until there is a decrease in the number of directors.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.133)

12.159 REMOVAL OF DIRECTORS BY SHAREHOLDERS

A. The shareholders may remove one or more directors with or without cause unless the articles of incorporation provide that directors may be removed only for cause.

B. If a director is elected by a voting group of shareholders, only the shareholders of that voting group may participate in the vote to remove him or her.

C. A director may be removed by the shareholders only at a meeting called for that purpose and the meeting notice must state that the purpose or one of the purposes, of the meeting is removal of the director.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.134)

12.160 REMOVAL OF DIRECTORS BY JUDICIAL PROCEEDING

A. The Tribal Court may remove a director of the corporation from office in a proceeding commenced either by the corporation or by its shareholders holding at least 10 percent of the outstanding shares of any class if the court finds that:

1. the director engaged in fraudulent or dishonest conduct, or gross abuse of authority or discretion, with respect to the corporation; and

2. removal is in the best interest of the corporation.

B. If the Tribal Court removes the director it may bar the director from reelection for a period prescribed by the Tribal Court.

C. If shareholders commence a proceeding under subsection (A), they shall make the corporation a party defendant.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.135)

12.161 MEETINGS

A. The board of directors may hold regular or special meetings on or off the Reservation.

B. Unless the articles of incorporation or bylaws provide otherwise, the board of directors may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.136)

12.162 ACTION WITHOUT MEETING

A. Unless the articles of incorporation or bylaws provide otherwise, action required or permitted by this Code to be taken at the board of directors' meeting may be taken without a meeting if the action is taken by all members of the board. The action must be evidenced by one or more written consents describing the action taken, signed by each director, and included in the minutes or filed with the corporate records reflecting the action taken.

B. Action taken under this section is effective when the last director signs the consent, unless the consent specifies a different effective date.

C. A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.137)

12.163 NOTICE OF MEETING

A. Unless the articles of incorporation or bylaws provide otherwise, regular meetings of the board of directors may be held as provided in the bylaws without notice to

directors of the date, time, place, or purpose of the meeting.

B. Unless the articles of incorporation or bylaws provide for a longer or shorter period, special meetings of the board of directors must be preceded by at least two days' notice of the date, time, and place of the meeting. The notice need not describe the purpose of the special meting unless required by the articles of incorporation, bylaws or the provisions of this Code.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.138)

12.164 WAIVER OF NOTICE

A. A director may waive any notice required by this Code, the articles of incorporation or the bylaws before or after the date and time stated in the notice. Except as provided by Subsection (B), the waiver must be in writing, signed by the director entitled to the notice, and filed with the minutes or corporate records.

B. A director's attendance at or participation in a meeting waives any required notice to him or her unless that director at the beginning of the meeting (or promptly upon his or her arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.139)

12.165 QUORUM AND VOTING

A. Unless the articles of incorporation or bylaws require a greater number, a quorum of the board of directors consists of a majority of the number of directors.

B. The articles of incorporation or bylaws may authorize a quorum of a board of directors to consist of no less than one-third of the number of directors.

C. If a quorum is present when a vote is taken, the affirmative majority of directors present is the act of the board of directors unless the articles of incorporation or bylaws

require the vote of a greater number of directors.

D. A director who is present at a meeting of the board of directors or a committee of the board of directors when corporate action is taken is deemed to have assented to the action unless:

1. he or she objects at the beginning of the meeting (or promptly upon his or her arrival) to holding it or transacting business at the meeting;

2. his or her dissent or abstention from the action is noted in the minutes of the meeting; or

3. he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.140)

12.166 GENERAL STANDARDS FOR DIRECTORS

A. A director shall discharge his or her duties as a director, including duties as a member of a committee:

1. in good faith;

2. with the care that an ordinarily prudent person in a like position would exercise under similar circumstances; and

3. in a manner he or she reasonably believes to be in the best interests of the corporation.

B. In discharging his or her duties a director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if

prepared or presented by:

1. one or more officers or employees of the corporation whom the director believes to be reliable and competent in the matters presented;

2. legal counsel, public accountants, professionals or other experts the director deems to be reliable and competent in the matters presented; or

3. a committee of the board of directors of which he or she is not a member if the director believes the committee merits confidence.

C. A director is not acting in good faith if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted by subsection (B) unwarranted.

D. A director is not liable for any action taken as a director, of any failure to take any action, if he or she performed the duties of office in conjunction with this section.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.141)

12.167 DIRECTOR CONFLICT OF INTEREST

A. A conflict of interest transaction is a transaction with the corporation in which a director of the corporation has a direct or indirect interest. Any conflict of interest transaction is voidable by the corporation because of the director's interest in the transaction unless any one of the following is true:

1. the material facts of the transaction and the director’s interest were disclosed or known to the board of directors or a committee of the board of directors and the board of directors or committee authorized, approved, or ratified the transaction;

2. the material facts of the transaction and the director's interest were disclosed or known to the shareholders entitled to vote and they authorized,

approved, or ratified the transaction; or

3. the transaction was fair to the corporation.

B. For the purposes of this section, a director of the corporation has an indirect interest in the transaction if:

1. another entity in which he or she has a material financial interest or in which he or she is a general partner is a party to the transaction; or

2. another entity of which he or she is a director, officer, or trustee is a party to the transaction and the transaction is or should be considered by the board of directors of the corporation.

C. For the purposes of subsection (A)(1), a conflict of interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the directors on the board of directors (or on the committee) who have no direct or indirect interest in the transaction, but a transaction may not be authorized, approved, or ratified under this section by a single director. If a majority of the directors who have no direct or indirect interest in the transaction vote to authorize, approve or ratify the transaction, a quorum is present for the purpose of taking action under this section. The presence of, or a vote cast by, a director with a direct or indirect interest in the transaction does not affect the validity of any action taken under subsection (A)(1) if the transaction is otherwise authorized, approved or ratified as provided in that subsection.

D. For the purposes of subsection (A)(2), a conflict of interest transaction is authorized, approved or ratified if it receives the vote of a majority of the shares entitled to be counted under this subsection. Shares owned by or voted under the control of a director who has a direct or indirect interest in the transaction, and shares owned by or voted under the control of an entity described in subsection (B)(1), may not be counted in a vote of shareholders to determine whether to authorize, approve or ratify a conflict of interest transaction under subsection (A)(2). The vote of those shares, however, is counted in determining whether a transaction is approved under other sections of this Code. A majority of shares, whether or not present, that are entitled to be counted in a

vote on the transaction under this subsection constitutes a quorum for the purpose of taking action under this section.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.142)

12.168 LIABILITY FOR UNLAWFUL DISTRIBUTIONS

A. Unless he or she complies with the applicable standards of conduct described in Section 12.167, a director who votes for or assents to a distribution made in violation of this Code or the articles of incorporation is personally liable to the corporation for the amount of distribution that exceeds what could have been distributed without violating this Code or the articles of incorporation.

B. A director held liable for an unlawful distribution under subsection (A) is entitled to contributions:

1. from every other director who voted for or assented to the distribution without complying with the applicable standards of conduct described in Section 12.166; and

2. from each shareholder for the amount the shareholder accepted knowing the distribution was made in violation of this Code or the articles of incorporation.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.143)

12.169 OFFICERS

A. A corporation has the officers described in its bylaws or appointed by the board of directors in accordance with the bylaws.

B. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the bylaws or the board of directors.

C. The bylaws or the board of directors shall delegate to one of the officers

responsibility for preparing minutes of the board and shareholder, meetings and for authenticating records of the corporation.

D. An individual may simultaneously hold more than one office in the corporation.

E. Each officer has the authority and shall perform the duties set forth in the bylaws or, to the extent consistent with the bylaws, the duties prescribed by the board of directors or by direction of an officer authorized by the board of director to prescribe the duties of other officers.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.144)

12.170 STANDARDS OF CONDUCT FOR OFFICERS

A. An officer with discretionary authority shall discharge his or her duties under that authority:

1. in good faith;

2. with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and

3. in a manner he or she reasonably believes to be in the best interests of the corporation.

B. In discharging his or her duties an officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:

1. one or more officers or employees of the corporation whom the officer believes to be reliable and competent in the matters presented; or

2. legal counsel, public accountants, professionals or other experts the officer deems to be reliable and competent in the matters presented.

C. An officer is not acting in good faith if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted by subsection (B) unwarranted.

D. An officer is not liable for any action taken as an officer, or any failure to take any action, if he or she performed the duties of office in conjunction with this section.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.145)

12.171 RESIGNATION AND REMOVAL OF OFFICERS

A. An officer may resign at any time by delivering notice to the corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If the resignation is made effective at a later date and the corporation accepts the future effective date, its board of directors may fill the pending vacancy before the effective date if the board of directors provides that the successor does not take office until the effective date.

B. A board of directors may remove any officer at any time with or without cause.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.146)

12.172 INDEMNIFICATION OF CORPORATE AGENTS

A. A corporation may indemnify any person who was a party or is threatened to be made a party to any threatened pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partner, joint venture, trust, or other enterprise, against expenses including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with the action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the

corporation or, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

B. No indemnification shall be made pursuant to this section with respect to any proceeding in which such person shall have been adjudged to be liable to the corporation.

C. No person shall be indemnified under this section with respect to any proceeding charging improper personal benefit to him or her, whether or not involving action in his or her capacity, in which he or she have been adjudged to be liable on the basis that personal benefit was improperly received by him or her.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.147)

12.173 MANDATORY INDEMNIFICATION

Unless limited by its articles of incorporation, a corporation shall indemnify a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she is or was a director of the corporation, against reasonable expenses incurred by him or her in connection with the proceedings.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.148)

12.174 INSURANCE

A corporation may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee, or agent of the corporation, or who, while a director, officer, employee, or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the corporation would have power to indemnify him or her against the same liability under this Code.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.149)

AMENDMENT OF ARTICLES OF INCORPORATION

12.175 RESOLUTION OF PROPOSED AMENDMENT

The board of directors shall adopt a resolution setting forth a proposed amendment to the articles of incorporation and directing that it be submitted to a vote at a meeting of the shareholders, which may be either an annual or a special meeting. Any number of amendments may be submitted to shareholders and voted upon by them at one meeting.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.150)

12.176 NOTICE OF PROPOSED AMENDMENT

Written notice setting forth a proposed amendment to the articles of incorporation or a summary of the changes to be effected thereby shall be given to each shareholder of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of the annual meeting.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.151)

12.177 VOTE OF SHAREHOLDERS MEETING

At the meeting described in Section 12.176 a vote of the shareholders entitled to vote thereon shall be taken on the proposed amendment. Except as otherwise provided in this Statute, the proposed amendment shall be adopted upon receiving the affirmative vote of the holders of two-thirds of the shares entitled to vote thereon. If any class of shares is entitled to vote thereon as a class pursuant to Section 12.178, the proposed amendment shall be adopted upon receiving the affirmative vote of the holders of two-thirds of the shares of each class of shares entitled to vote thereon as a class and of the total shares entitled to vote thereon, unless a greater majority is required by the provisions of this Code.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.152)

12.178 CLASSES OF SHARES ENTITLED TO VOTE

The holders of the outstanding shares of a class shall be entitled to vote as a class upon a proposed amendment, whether or not entitled to vote thereon by the provisions of the articles of incorporation, if the amendment would:

A. Increase or decrease the aggregate number of authorized shares of such class;

B. Increase of decrease the par value of the shares of such class;

C. Effect an exchange, reclassification or cancellation of all or parts of the shares of such class;

D. Effect an exchange, or create a right of exchange, of all or any part of the shares of another class into the shares of such class;

E. Change the designations, preferences, limitations or relative rights of the shares of such class;

F. Change the shares of such class, with or without par value, into the same or a different number of shares, with or without par value, of the same class or another class or classes;

G. Create a new class of shares having rights and preferences prior and superior to the shares of such class, or increase the rights and preferences of any class having rights and preferences prior or superior to the shares of such class;

H. In the case of a preferred or special class of shares, divide the unissued shares of such class into series and fix and determine the designation of such series and the variations in the relative rights and preferences between the shares of such series or authorize the board of directors to do so;

I. Limit or deny the existing preemptive rights of shares of such class;

J. Cancel or otherwise affect dividends on the shares of such class that have accrued but have not been declared.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.153)

12.179 ARTICLES OF AMENDMENT

A. Articles of amendment shall be executed in duplicate by the corporation by its chief executive officer and shall be verified by the officer who has been delegated responsibility under Section 12.169 of this Code for authenticating corporate records, and shall set forth:

1. The name or the corporation;

2. The amendment so adopted;

3. The date of the adoption of the amendment by shareholders;

4. The number of shares outstanding, and the number of shares entitled to vote thereon, and if the shares of any class are entitled to vote thereon as a class, the designation and number of outstanding shares entitled to vote thereon in each such class;

5. The number of shares voted for and against such amendment, respectively, and, if the shares of any class are entitled to vote thereon as a class, the number of shares of each such class voted for and against such amendment, respectively;

6. If such amendment provides for an exchange, reclassification or cancellation of issued shares, and the manner in which the same shall be effected is not set forth in the amendment, then a statement of the manner in which the same shall be effected;

7. If such amendment effects a change in the amount of stated capital, then a statement of the manner in which the same is affected and a statement expressed in dollars, of the amount of stated capital as changed by the amendment.

8. The articles of amendment shall be sent to the Director of Commerce with fees as provided in this Statute. If the Director of Commerce approves the amendments, he or she shall issue a certificate of amendments.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.154)

DISSOLUTION

12.180 DISSOLUTION BY BOARD OF DIRECTORS AND SHAREHOLDERS

A. A corporation's board of directors may propose dissolution for submission to the shareholders.

B. For a proposal to dissolve to be adopted:

1. the board of directors must recommend dissolution to the shareholders unless the board of directors determines that because of conflict of interest or other special circumstances it should make no recommendation and communicates the basis for its determination to the shareholders; and

2. the shareholders entitled to vote must approve the proposal to dissolve as provided in subsection (E).

C. The board of directors may condition its submission of the proposal for dissolution on any basis.

D. The corporation shall notify each shareholder, whether or not entitled to vote, of the proposed shareholders' meeting in accordance with Section 12.152. The notice must also state that the purpose or one of the purposes of the meeting is to consider dissolving

the corporation.

E. Unless the articles of incorporation or the board of director (acting pursuant to subsection (C)) require a greater vote or a vote by voting groups, in order for the proposal to dissolve to be adopted it must be approved by a majority of all the votes entitled to be cast on that proposal.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.155)

12.181 SHAREHOLDER OPTION TO DISSOLVE THE CORPORATION

A. Unless a shareholder's agreement or the articles of incorporation provide otherwise, any shareholder of a corporation formed under this Code has an option to have the corporation dissolved at will. Whenever any such option to dissolve is exercised, the shareholder exercising the option shall give written notice thereof to all other shareholders. The corporation or one or more shareholders of the corporations may offer to purchase the shares at their fair market value from the person exercising the option to dissolve. If the parties cannot agree on the price for the shares or other terms of the sale, any party may bring an action in Tribal Court to oversee the terms of the sale, utilizing the procedures set forth in Section 12.154(E) of this Code. If no such written offer to purchase is received within 30 days following the sending of the notice, the dissolution of the corporation shall proceed as if the required number of shareholders having voting power had consented pursuant to Section 12.180.

B. Unless the articles of incorporation otherwise provide, an amendment to the articles of incorporation to include or delete a provision authorized by subsection (A) shall be approved by the holders of all the outstanding shares, whether or not otherwise entitled to vote thereon; all of the subscribers; or all of the incorporators, if the corporation has no subscribers or shareholders.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.156)

12.182 ARTICLES OF DISSOLUTION

A. At any time dissolution is authorized, the corporation may dissolve by delivering to the LTBB Director of Commerce for filing articles of dissolution setting forth:

1. the name of the corporation;

2. the date dissolution was authorized;

3. if dissolution was approved by the shareholders:

a. the number of votes entitled to be cast on the proposal to dissolve; and

b. either the total number of votes cast for and against dissolution or the total number of undisputed votes cast for dissolution and a statement that the number cast for dissolution was sufficient for approval.

4. if voting by voting groups was required, the information required by subparagraph (3) must be separately provided for each voting group entitled to vote separately on the proposal to dissolve.

5. if the dissolution resulted from the exercise of an option to dissolve authorized by Section 12.181 a copy of the notice required by that section shall be attached.

B. A corporation is dissolved upon the effective date of its articles of dissolution.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.157)

12.183 EFFECT OF DISSOLUTION

A. A dissolved corporation continues its corporate existence but may not carry on any business except that appropriate to wind up and liquidate its business and affairs, including:

1. collecting its assets;

2. disposing of its properties that will not be distributed in kind to its shareholders;

3. disposing property of the Tribe in accordance with the appropriate procedures;

4. discharging or making provisions for discharging of its liabilities;

5. distributing its remaining property among its shareholders according to their interests; and

6. doing every other act necessary to wind up and liquidate its business and affairs.

B. Dissolution of a corporation does not:

1. transfer title of the corporation's property;

2. transfer title of the Tribe's property that was controlled by the corporation;

3. prevent transfer of its shares or securities, although the authorization to dissolve may provide for closing the corporation's share transfer records;

4. subject its directors of officers to standards of conduct different from those prescribed in Section 12.166 and 12.170;

5. change quorum or voting requirements for its board of directors or shareholders; change provisions for selection, resignation, or removal of its directors or officers; or change provisions for amending its bylaws;

6. prevent commencement of a proceeding by or against the corporation in its corporate name;

7. abate or suspend a proceeding pending by or against the corporation in its corporate name; or

8. terminate the authority of the registered agent of the corporation.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.158)

12.184 KNOWN CLAIMS AGAINST DISOLVED CORPORATION

A. A dissolved corporation may dispose of the known claims against it by following the procedures prescribed in this section.

B. The dissolved corporation shall notify its known claimants in writing of the dissolution within 90 days of its effective date. The written notice must:

1. describe information that must be included in a claim;

2. provide a mailing address where a claim may be sent;

3. state the deadline, which may not be fewer than 120 days from the effective date of the written notice, by which the dissolved corporation must receive a claim; and

4. state that the claim will be barred if not received by the deadline.

C. A claim against the dissolved corporation is barred:

1. if the claimant was given written notice under subsection (B) and does not deliver the claim to the dissolved corporation by the deadline;

2. if the claimant whose claim was rejected by the dissolved corporation does not commence a proceeding to enforce the claim within 180 days from the effective date of the rejection notice.

D. For the purposes of this section, "claim" does not include a contingent liability or a claim based on an event occurring after the effective date of dissolution.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.159)

12.185 UNKNOWN CLAIMS AGAINST DISSOLVED CORPORATION

A. A dissolved corporation may also publish notice and request that persons with claims against the corporation present them in accordance with the notice.

B. The notice must:

1. be published one time in a newspaper of general circulation in the county where the dissolved corporation's principal office is or was last located, and in a newspaper of general circulation on the Reservation;

2. describe the information that must be included in a claim and provide a mailing address where the claim may be sent; and

3. state that a claim against the corporation will be barred unless a proceeding to enforce the claim is commenced within two years after the publication of the notice.

C. If the dissolved corporation publishes a newspaper notice in accordance with subsections (A) and (B), the claim of each of the following claimants is barred unless the claimant commences a proceeding to enforce the claim against the dissolved corporation within two years after the publication date of the newspaper notice:

1. a claimant who did not receive written notice under Section 12.184;

2. a claimant whose claim was timely sent to the dissolved corporation but not acted on; or

3. a claimant whose claim is contingent or based on an event occurring after the effective date of dissolution.

D. A claim may be enforced under this section:

1. against the dissolved corporation, to the extent of its undistributed assets; or

2. if the assets have been distributed in liquidation, against a shareholder of the dissolved corporation to the extent that his or her pro-rata share of the claim or the corporate assets distributed to him or her in liquidation, whichever is less, but a shareholder's total liability for all claims under this section may not exceed the total amount of assets distributed to him or her.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.160)

12.186 GROUNDS FOR ADMINISTRATIVE DISSOLUTION

The Director of Commerce may proceed under Section 12.187 to administratively dissolve a corporation if:

A. the corporation's period of duration stated in the articles of incorporation expires;

B. responses to requests under Section 12.132 of this Code show that the corporation has been inactive for a period of at least one year, and there are no plans to reactivate the corporation in the future; or

C. requests under Section 12.132 of this Code have not been answered by any persons to whom they were directed for a period of 120 days after becoming due; provided, however, that 30 days before commencing a proceeding under this subsection, the Director of Commerce shall notify each person failing to answer such requests of its intent to commence such a proceeding.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.161)

12.187 PROCEDURE FOR AND EFFECT OF ADMINISTRATIVE DISSOLUTION

A. If the Director of Commerce determines that one or more grounds exist under Section 12.186 for dissolving a corporation, it shall serve the corporation with written notice of its determination.

B. If the corporation does not correct each ground for dissolution or demonstrate to the reasonable satisfaction of the Director of Commerce that each ground determined by the Director of Commerce does not exist within 60 days after service of the notice is perfected, the Director of Commerce shall administratively dissolve the corporation by signing a certificate of dissolution that recites the ground or grounds for dissolution and its effective date. The Director of Commerce shall file the original of the certificates and serve a copy on the corporation.

C. A corporation administratively dissolved continues its corporate existence but may not carry on any business except that necessary to wind up and liquidate its business and affairs under Section 12.183 and notify claimants under Sections 12.184 and 12.185.

D. The administrative dissolution of a corporation does not terminate the authority of its registered agent.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.162)

12.188 GROUNDS FOR JUDICIAL DISSOLUTION

The Tribal Court may dissolve a corporation:

A. in a proceeding brought on behalf of the Director of Commerce or other agency or official of the Tribe if it is established that:

1. the corporation obtained its articles of incorporation through fraud; or

2. the corporation has continued to exceed or abuse the authority conferred upon it by law;

B. in a proceeding by a shareholder if it is established that:

1. the directors are deadlocked in the management of the corporate affairs; the shareholders are unable to break the deadlock, and irreparable injury to the corporation is threatened or being suffered, or the business and affairs of the corporation can no longer be conducted to the advantage of the shareholders generally, because of the deadlock;

2. the directors or those in control of the corporation have acted, are acting, or will act in a manner that is illegal, oppressive, or fraudulent;

3. the shareholders are deadlocked and have failed for a period that includes at least two consecutive annual meeting dates to elect successors to directors whose terms have expired;

4. the corporate assets are being misapplied or wasted; or

5. the shareholder has duly exercised an option described in Section 12.181 of this Code to dissolve the corporation, and the corporation has failed to proceed with filing articles of dissolution or winding up corporate affairs as required by this Code.

C. in proceeding by a creditor if it is established that:

1. the creditor's claim has been reduced to judgment, the execution on the judgment returned unsatisfied, and the corporation is insolvent; or

2. the corporation has admitted in writing that the creditor's claim is due and owing and the corporation is insolvent; or

D. in a proceeding by the corporation to have its voluntary dissolution continued

under court supervision.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.163)

12.189 PROCEDURE FOR JUDICIAL DISSOLUTION

A. It is not necessary to make shareholders parties to a proceeding to dissolve a corporation unless relief is sought against them individually.

B. The Tribal Court in a proceeding brought to dissolve a corporation may issue injunctions, appoint a receiver or custodian with all powers and duties the Tribal Court directs, take other action required to preserve the corporate assets wherever located, and carry on the business of the corporation until a full hearing can be held.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.164)

12.190 DECREE OF DISSOLUTION

A. If after a hearing the Tribal Court determines that one or more grounds for judicial dissolution described in Section 12.188 exist, it may enter a decree dissolving the corporation and specifying the effective date of the dissolution, and the court shall deliver a certified copy of the decree to the Director of Commerce, who shall file it.

B. After entering the decree of dissolution, the Tribal Court shall direct the windup and liquidation of the corporation's business and affairs in accordance with Section 12.183 and the notification of claimants in accordance with Sections 12.184 and 12.185.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.165)

12.191 DEPOSIT WITH DEPARTMENT OF COMMERCE

Assets of a dissolved corporation that should be transferred to an individual who is a creditor, claimant, or shareholder of the corporation who cannot be found, is a minor, or who is not competent to receive them shall be reduced to cash and deposited into an

escrow account for safekeeping established by the Director of Commerce. When the individual furnishes satisfactory proof of entitlement to the amount deposited, the Director of Commerce shall pay to the individual the amount due.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Three, 3.166)

PART FOUR – NON-PROFIT CORPORATIONS CODE

12.192 SCOPE OF CODE

A. Unless otherwise provided, the provisions of this Code apply to all non-profit corporations formed under Tribal law, except those corporations that are controlled by the Tribal Council.

B. Any non-profit corporation not organized under the Tribal Comprehensive Business Codes shall not be entitled to any of its protections and benefits except as may be directed by the Tribal Council on a case-by-case basis.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.101)

12.193 DEFINITION OF TERMS USED IN THIS CODE

In addition to the definitions provided in the Tribal Comprehensive Business Codes Preamble and Part 1 of this Code, the following definitions apply in this Part:

A. "**Corporation**" means a non-profit corporation formed under Tribal law, except for those non-profit corporations controlled by the Tribal Council;

B. "**Director**" means a member of a group elected or otherwise authorized to govern the affairs of the corporation, and includes trustees, governors, regents, and other similar terms;

C. "**Member**" means (without regard to what a person is called in the articles or bylaws) any person who on more than one occasion, pursuant to a provision of a

corporation's articles or bylaws, has the right to vote for the election of a director or directors. A person is not a member solely by virtue of any of the following:

1. any rights such person has as a member of the staff or student body of any school or college to vote for a director;

2. any rights such person has to designate a director or directors; or

3. any rights such person has as a director.

D. "**Mutual Benefit Corporation**" means any corporation, including any non-profit cooperative, which is not a public benefit corporation.

E. "**Public Benefit Corporation**" means:

1. any corporation which is recognized as exempt under section 501(c)(3) of the Internal Revenue Code, or any successor section;

2. any corporation, unless its articles of incorporation provide that it is a mutual benefit corporation, which is organized and operated exclusively for one or more of the following purposes: religious, charitable, scientific, testing for public safety, literary, educational, or prevention of cruelty to children or animals; or

3. any corporation organized primarily for a public purpose and which is designated in its articles of incorporation as a public benefit corporation.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.102)

12.194 PURPOSES AND POWERS OF NON-PROFIT CORPORATIONS

A. Every corporation incorporated under Tribal law has the purpose of engaging in any lawful activity unless a more limited purpose is set forth in the articles of incorporation.

B. Unless its articles of incorporation provide otherwise, every corporation has perpetual duration and succession in its corporate name and has the same powers as an individual to do all things necessary or convenient to carry out its affairs, including without limitation the power:

1. to sue and be sued, complain and defend in its corporate name, except that nothing in this Part shall limit the application of Section 12.119 of this Statute.

2. to have a corporate seal, which may be altered at will, and to use it, or a facsimile of it, by impressing or affixing it or in any other manner reproducing it;

3. to make and amend bylaws, not inconsistent with its articles of incorporation or with the laws of the Tribe, for managing and regulating the affairs of the corporation;

4. to purchase, receive, lease, or acquire, whether by gift, devise, bequest or otherwise, and to own, hold, improve, use, and otherwise deal with, real or personal property, or any legal or equitable interest in property, wherever located;

5. to sell, convey, mortgage, pledge, lease, exchange, and otherwise dispose of all or any part of its property;

6. to purchase, receive, subscribe for, or otherwise acquire, own, hold, vote, use, sell, mortgage, lend, pledge, or otherwise dispose of, and deal in and with shares or other interests in, or obligations of, any other entity;

7. to make contracts and guarantees, incur liabilities, borrow money, issue notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of any of its property, franchises or income;

8. to lend money, invest and reinvest its funds, and receive and hold real and personal property as security for repayment, except as limited by Section 12.195 of this Code;

9. to be a promoter, partner, member, associate or manager of any partnership, joint venture, trust or other entity;

10. to conduct its business, locate offices, and exercise the powers granted by this Code within or outside the Reservation and the State of Michigan;

11. to elect or appoint directors, officers, employees, and agents of the corporation, define their duties, and fix their compensation;

12. to pay pensions and establish pension plans, pension trusts, and other benefit and incentive plans for any or all of its current or former directors, officers, employees, and agents;

13. to make donations for public welfare or for charitable, scientific, or educational purposes and for the purposes not inconsistent with law, that further the corporate mission;

14. to impose dues, assessments, admission and transfer fees upon its members;

15. to establish conditions for admission to membership, admit members and issue memberships;

16. to carry on a business;

17. to do all things necessary or convenient, not inconsistent with law, to further the activities and affairs of the corporation;

18. to cease its corporate activities and surrender its corporate franchise.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.103)

12.195 LIMITATIONS

A. A corporation:

1. shall not have or issue shares of stock;

2. shall not pay dividends or make any disbursement of income to its members, directors or officers;

3. shall not loan money or credit to its officers or directors;

4. may pay compensation only up to a reasonable amount to its members, directors, officers or agents for services rendered; and

5. may confer benefits upon its members only in conformity with its purposes.

B. A mutual benefit corporation, unless its articles of incorporation or bylaws provide otherwise:

1. upon dissolution or final liquidation may make distributions to its members as permitted by this Code, and no such payment, benefit or distribution shall be deemed to be a dividend or a distribution of income; and

2. may periodically pay refunds to members for fees or dues actually paid which are in excess of the losses, expenses and debts of the corporation, and such refunds shall not be deemed to be dividends or distributions of income.

C. A public benefit corporation shall, upon dissolution, have its assets distributed for one or more purposes listed in the definition of "Public Benefit Corporation" contained in Section 12.193 of this Code, or to the federal government, or to a state, tribe or other local government, for a public purpose, or shall be distributed by a court to another organization to be used in such manner as in the judgment of the court will best accomplish the general purposes for which the dissolved organization was organized.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.104)

12.196 LIMITATIONS ON PRIVATE FOUNDATIONS

A. A corporation which is a private foundation as defined in Section 509(a) of the Internal Revenue Code of 1954, as amended, ("IRC"):

1. Shall distribute such amounts for each taxable year at such time and in such manner as to avoid subjecting the corporation to tax under Section 4942 of the IRC;

2. Shall not engage in any act of self-dealing as defined in Section 4941(d) of the IRC;

3. Shall not retain any excess business holdings as defined in Section 4943(c) of the IRC;

4. Shall not make any taxable expenditure as defined in Section 4944 of the IRC;

5. Shall not make any taxable expenditure as defined in Section 4945(d) of the Code;

B. All references in this Section to sections of the IRC shall be to such sections of the Internal Revenue Code of 1954 as amended from time to time, or to corresponding provisions of subsequent internal revenue laws of the United States.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.105)

12.197 DEFENSE OF ULTRA VIRES

No act of a corporation and no conveyance or transfer of real or personal property to or by a corporation shall be invalid by reason of the fact that the corporation was without capacity or power to do such act or to make or receive such conveyance or transfer, but

such lack of capacity or power may be asserted:

A. In a proceeding by a member or director against the doing of any act or acts or the transfer of real or personal property by or to the corporation. If any unauthorized acts or transfer sought to be enjoined are being, or are to be, performed or made pursuant to any contract to which the corporation is a party, the court may, if all the parties to the contract are parties to the proceeding and if it deems the same to be equitable, set aside and enjoin the performance of such contract and in so doing may allow to the corporation or to the other parties to the contract, as the case may be, compensation for the loss or damage sustained by either of them which may result from the action of the court in setting aside and enjoining the performance of such contract, but anticipated profits to be derived from the performance of the contract shall not be awarded by the court as a loss or damage sustained.

B. In a proceeding by the corporation, whether acting directly or through a receiver, trustee, or other legal representative, or through members in a representative suit, against the incumbent or former officers or directors of the corporation.

C. In a proceeding by the Director of Commerce, as provided in this Chapter, to dissolve the corporation, or to enjoin the corporation from the transaction of unauthorized business.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.106)

12.198 ARTICLES OF INCORPORATION

A. Articles of incorporation shall set forth:

1. a corporate name for the corporation that satisfies the requirements of this Code;

2. One of the following statements:

a. This corporation is a Public Benefit Corporation.

b. This corporation is a Mutual Benefit Corporation.

3. the purpose or purposes for which the corporation is organized, which may be, either alone or in combination with other purposes, the transaction of any lawful activity;

4. the names and addresses of the individuals who are to serve as the initial directors;

5. the street address of the corporation's initial registered office and the name of its initial registered agent at that office;

6. the name and address of each incorporator;

7. whether or not the corporation will have members; and

8. provisions not inconsistent with law regarding the distribution of assets on dissolution.

B. The articles of incorporation may set forth:

1. provisions not inconsistent with law regarding:

a. managing and regulating the affairs of the corporation;

b. defining, limiting, and regulating the powers of the corporation, its board of directors, and members (or any class of members); and

c. the characteristics, qualifications, rights, limitations and obligations attaching to each or any class of members.

2. any provision that under this Code is required or permitted to be set forth in the bylaws.

C. Each incorporator and director named in the articles must sign the articles.

D. The articles of incorporation need not set forth any of the corporate powers enumerated in this Code.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.107)

12.199 FILING OF ARTICLES OF INCORPORATION

A. Duplicate originals of the articles of incorporation shall be delivered to the Director of Commerce. If the Director of Commerce finds that the articles of incorporation are in order he or she shall, when all the fees have been paid as in this Code described:

1. Endorse on each original the word "Filed," and the effective date of the filing.

2. File one original.

3. Issue a certificate of incorporation to which the other original shall be affixed.

B. The certificate of incorporation together with the original affixed articles of incorporation shall be returned to the incorporators or their representative.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.108)

12.200 EFFECT OF FILING THE ARTICLES OF INCORPORATION – CERTIFICATE OF INCORPORATION

Upon the filing of the articles of incorporation, the corporate existence shall begin, and the certificate of incorporation shall be conclusive evidence that all conditions precedent required to be performed by the incorporators have been complied with and that the

corporation has been incorporated under this Code, except as against the Tribe in a proceeding to cancel or revoke the certificate of incorporation or for involuntary dissolution of the corporation.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.109)

12.201 ORGANIZATION MEETING OF DIRECTORS

After the issuance of the certificate of incorporation an organization meeting of the board of directors named in the articles of incorporation shall be held at the call of a majority of the directors named in the articles of incorporation, for the purpose of adopting bylaws, electing officers, and transacting such other business as may come before the meeting. Unless all directors waive notice, the directors calling the meeting shall give at least three days' notice of the meeting by mail to each director, which notice shall state the time and place of the meeting. Any action permitted to be taken at the organization meeting of the directors may be taken without a meeting, if each director signs an instrument that states the action so taken.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.110)

MEMBERS

12.202 ADMISSION OF MEMBERS

A. A corporation is not required to have members.

B. A corporation may admit any person as a member. The articles or bylaws shall establish criteria or procedures for admission; provided, however, that no person shall be admitted as a member without his or her consent.

C. Except as provided in its articles or bylaws, a corporation may admit members for no consideration or for such consideration as is determined by the board.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.111)

12.203 DIFFERENCES IN RIGHTS AND OBLIGATIONS OF MEMBERS

All members shall have the same rights and obligations with respect to voting, dissolution, redemption and transfer, unless the articles or bylaws establish classes of membership with different rights or obligations. Members shall have the same rights and obligations with respect to any other matters, except as set forth in or authorized by the articles or bylaws.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.112)

12.204 TRANSFERS

A. Except as set forth in or authorized by the articles or bylaws, no member of a Mutual Benefit Corporation may transfer a membership or any rights arising from membership.

B. No member of a Public Benefit Corporation may transfer a membership or any rights arising from membership.

C. Where transfer rights have been provided, no restriction on them shall be binding with respect to a member holding a membership issued prior to the adoption of the restriction unless the restriction is approved by the members and the affected member.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.113)

12.205 RESIGNATION

A. A member may resign at any time.

B. The resignation of a member does not relieve the member from any previously accrued obligations the member may have to the corporation, unless the organizational documents provide otherwise.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.114)

12.206 TERMINIATION

A. No member may be expelled or suspended, and no membership or memberships may be terminated or suspended except pursuant to a procedure that is fair and reasonable under the circumstances and is carried out in good faith.

B. A procedure is fair and reasonable when it provides for written notice to the member of the reasons for the proposed expulsion, suspension or termination, and provides a reasonable opportunity for the member to be heard by the person or persons authorized to decide the matter prior to the proposed action.

C. A procedure that departs from any procedures set forth in the corporate bylaws for the expulsion, termination or suspension of members or membership rights is not fair and reasonable, unless special circumstances warrant such a departure.

D. Any proceeding challenging an expulsion, suspension or termination, including a proceeding in which defective notice is alleged, must be commenced within one year after the effective date of the expulsion, suspension or termination.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.115)

12.207 PURCHASE OF MEMBERSHIPS

A. A Public Benefit Corporation may not purchase any of its memberships or any rights arising from membership.

B. A Mutual Benefit Corporation may purchase the membership of a member who resigns or whose membership is terminated for the amount and pursuant to the conditions set forth in or authorized by its articles or bylaws.

C. A Mutual Benefit Corporation shall not purchase its memberships unless after the purchase is completed:

1. the corporation would be able to pay its debts as they become due in the usual course of its activities; and

2. the corporation's total assets would at least equal the sum of its total liabilities.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.116)

12.208 ANNUAL MEETING OF MEMBERS

A corporation with members shall establish in its articles of incorporation or by-laws a date at which an annual meeting of members shall be held, if called, and if not so established, the date shall be the second business day after May 31st. Unless otherwise provided in the articles of incorporation, no annual meeting need be held unless a written request is delivered to the corporation by any voting member not less than 30 days before the date specified for the meeting.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.117)

12.209 SPECIAL MEETINGS OF MEMBERS

A. A corporation shall hold a special meeting of members:

1. on call of its board of directors or the person or persons authorized to do so by the articles of incorporation or bylaws; or

2. if at least 10 percent of all the members entitled to vote on any issue proposed to be considered at the proposed special meeting sign, date and deliver to the corporation's secretary one or more written demands for the meeting, describing the purposes for which it is to be held.

B. Special meetings of members may be held on or off of the Reservation, at the place stated in accordance with the bylaws. If no place is stated in the bylaws, special

meetings shall be held at the corporation's principal office.

C. Only business within the purposes described in the notice sent to members may be conducted at a special meeting of members.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.118)

12.210 NOTICE OF MEMBERS' MEETINGS

A. A corporation shall notify its members of the date, time and place of each annual and special meeting no fewer that 15, nor more than 60 days before the meeting unless this Code or the Articles of Incorporation require otherwise the corporation is required to give notice only to members entitled to vote at the meeting.

B. Notice of members' meetings shall be given by mail, facsimile or telephone, using the most recent address or telephone number supplied to the corporation by each member; provided, however, that if it is consistent with the corporation's articles or bylaws, notice may be given by posting and publishing notices instead of mailing, faxing or telephoning if the directors determine in good faith that notice so given is reasonably calculated to actually inform all voting members of the meeting.

C. If annual or special members' meeting is adjourned to a different date, time or place, notice need not be given of the new date, time or place if that information is announced before meeting adjournment.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.119)

12.211 WAIVER OF NOTICE

A. A member may waive any notice required by this Code, the articles, or bylaws before or after the date and time stated in the notice. Except as provided in subsection (B) below, the waiver must be in writing, be signed by the member entitled to the notice, and be delivered to the corporation for inclusion in the minutes or filing with the corporate records.

B. A member's attendance at a meeting:

1. waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting;

2. waives objection to consideration of a particular matter at the meeting, that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.120)

12.212 ACTION BY WRITTEN BALLOT

Unless prohibited or limited by the articles or bylaws, any action that may be taken at any annual or special meeting of members may be taken by a vote without a meeting if the corporation delivers a written ballot to every member entitled to vote on the matter.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.121)

12.213 VOTING RIGHTS OF MEMBERS IN GENERAL

A. Each member shall have no more than one vote with respect to any matter he or she is entitled to vote upon according to the corporation's bylaws or articles.

B. Cumulative voting for directors shall be allowed if provided for in the corporation's bylaws or articles.

C. The bylaws or articles of a corporation may provide for any reasonable method to fill individual positions on its board of directors, including but not limited to: voting by all members; voting among members living in a particular community; voting among any other class of members; appointment by the Tribal Council or any other person or entity; and voting among persons who are not considered "members" under Section 12.193 of

this Code.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.122)

12.214 INSPECTION OF CORPORATE RECORDS

A. A corporation shall keep at least the following records:

1. minutes of all members' meetings and board of directors' meetings and actions of members or of the board of directors without a meeting;

2. appropriate accounting records;

3. detailed records of the source and use of any money donated to a public benefit corporation;

4. names and addresses of all members and the class of voting rights held by each;

5. current articles of incorporation and bylaws;

6. resolutions adopted by the board of directors.

B. Upon five days written notice, the Director of Commerce or his or her duly authorized representative or a member of the corporation is entitled to inspect and copy the records referred to in subsection (A) above. In the case of inspection by a member, the right is subject to the following requirements:

1. the member's demand must be made in good faith and for a proper purpose;

2. the member must describe with reasonable particularity his or her purpose and the records he or she desires to inspect; and

3. the records must be directly connected with his or her purpose.

C. the corporation may impose a reasonable charge covering the costs of labor and materials for copies of documents; provided, however, that in the case of copies made for a member, the charge may not exceed any estimates of such costs provided to the member.

D. A member's agent or attorney has the same inspection and copying rights as the member he or she represents.

E. A corporation may take reasonable steps to prevent the dissemination of trade secrets, proprietary information or other commercially-sensitive information to persons other than corporate members or representatives of the Director of Commerce.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.123)

12.215 LIMITATIONS ON USE OF MEMBERSHIP LISTS

A. Without consent of the board, a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to a member's interest as a member. Without limiting the generality of the foregoing, without the consent of the board a membership list or any part thereof may not be:

1. used to solicit money or property unless such money or property will be used solely to solicit the votes of the members in an election to be held by the corporation;

2. used for any commercial purpose; or

3. sold to or purchased by any person.

B. This section shall not be construed to limit the use of membership lists by the Director of Commerce or other tribal officials in the course of any official investigation of the operation of a corporation.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.124)

12.216 DUTIES OF BOARD OF DIRECTORS

A. Except as provided in subsection (B) below, the board of directors shall exercise all corporate powers and manage the affairs of the corporation.

B. The articles may authorize a person or persons to exercise some or all of the powers that would otherwise be exercised by a board. To the extent so authorized any such person or persons shall have the duties and responsibilities of directors, and the directors shall be relieved to that extent from such duties and responsibilities.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.125)

12.217 QUALIFICATIONS OF DIRECTORS

The articles of incorporation or bylaws may prescribe qualifications for directors. A director need not be a resident of the Reservation or a member of the corporation unless the articles of incorporation or bylaws so prescribe. A director shall be an individual who is least 18 years of age.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.126)

12.218 TERMS OF DIRECTORS

A. If the corporation has members:

1. the terms of the initial directors of a corporation expire at the first members' meeting at which directors are elected; and

2. the terms of all other directors expire at the next annual members' meeting following their election, unless the articles of incorporation provide that their terms are staggered or are longer than one year in duration.

B. If the corporation does not have members, all the directors (except the initial directors) shall be elected, appointed or designated as provided in the articles or bylaws. If no method of designation or appointment is set forth in the articles or bylaws, the directors (other than the initial directors) shall be elected by the board.

C. A decrease in the number of directors does not shorten an incumbent director's term.

D. Except as provided in the articles or bylaws:

1. the term of a director filling a vacancy in the office of a director elected by members expires at the next election of directors by members; and

2. the term of a director filling any other vacancy expires at the end of the unexpired term which such director is filling.

E. Despite the expiration of a director's term he or she continues to serve until a successor is elected or appointed and qualifies or until there is a decrease in the number of directors.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.127)

12.219 REMOVAL OF ELECTED DIRECTORS

A. The members may vote to remove one or more directors with or without cause.

B. If a director is elected by a voting group of members, only the members of that voting group may participate in the vote to remove him or her.

C. A director may be removed by the members only at a meeting called for that purpose and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the director.

D. An entire board of directors may be removed under subsections (A)-(C).

E. The board of directors of a corporation may, without cause, remove a director who has been elected by the board by the vote of a two-thirds of the directors then in office or such greater number as is set forth in the articles or bylaws.

F. If at the beginning of a director's term on the board, the articles or bylaws provide that the director may be removed for missing a specified number of board meetings, the board may remove the director for failing to attend the specified number of meetings. The director may be removed only if a majority of the directors then in office vote for the removal.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.128)

12.220 REMOVAL OF DESIGNATED OR APPOINTED DIRECTORS

A. A designated director may be removed by an amendment to the articles or bylaws deleting or changing the designation.

B. Appointed Directors:

1. Except as otherwise provided in the articles or bylaws, an appointed director may be removed without cause by the person appointing the director;

2. The person removing the director shall do so by giving written notice of the removal to the director and either the presiding officer of the board or the corporation's president or secretary;

3. A removal is effective when the notice is effective unless the notice specifies a future effective date.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.129)

12.221 REMOVAL OF DIRECTORS BY JUDICIAL PROCEEDING

A. The Tribal Court may remove a director of the corporation from office in a proceeding commenced by the corporation, or by at least 33 percent of the members or in an action brought on behalf of the Director of Commerce, if the Tribal Court finds that:

1. the director engaged in fraudulent or dishonest conduct or gross abuse of authority or discretion with respect to the corporation or that the director received a loan of the corporation's money or credit; and

2. removal is in the best interest of the corporation.

B. If the Tribal Court removes the director it may bar the director from reelection for a period prescribed by the Tribal Court.

C. If either the corporation's members or the Director of Commerce commences a proceeding under subsection (A), the corporation shall be made a party defendant.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.130)

12.222 VACANCY ON BOARD

A. Unless the articles or bylaws provide otherwise, and except as provided in subsections (B) and (C), if a vacancy occurs on a board of directors, including a vacancy resulting from an increase in the number of directors:

1. the members, if any, may fill the vacancy if the vacant office was held by a director elected by a specific voting class, only members of the class are entitled to vote to fill the vacancy if it is filled by the members;

2. the board of directors may fill the vacancy; or

3. if the directors remaining in office constitute fewer than a quorum of the board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office.

B. Unless the articles or bylaws provide otherwise, if a vacant office was held by an appointed director, only the person who appointed the director may fill the vacancy.

C. If a vacant office was held by a designated director, the vacancy shall be filled as provided in the articles or bylaws. In the absence of an applicable article or bylaw provision, the vacancy may not be filled by the board.

D. A vacancy that will occur at a specific later date, by reason of a resignation or otherwise, may be filled before the vacancy occurs but the new director may not take office until the vacancy occurs.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.131)

12.223 MEETINGS

A. The board of directors may hold regular or special meetings on or off the Reservation.

B. Unless the articles of incorporation or bylaws provide otherwise, the board of directors may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of any means of communication by which the participating directors may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.132)

12.224 ACTION WITHOUT MEETING

A. Unless the articles of incorporation or bylaws provide otherwise, action required or permitted by this Code to be taken at a board of directors' meeting may be taken without a meeting if the action is taken by all members of the board. The action must be evidenced by one or more written consents describing the action taken signed by each director, and included in the minutes or filed with the corporate records reflecting the

action taken.

B. Action taken under this section is effective when the last director signs the consent unless the consent specifies a different effective date.

C. A consent signed under this section has the effect of a meeting, vote and may be described as such in any document.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.133)

12.225 NOTICE OF MEETING

A. Unless the articles of incorporation or bylaws provide otherwise, regular meetings of the board of directors may be held as provided in the bylaws without notice.

B. Unless the articles of incorporation or bylaws provide for a longer or shorter period, special meetings of the board of directors must be preceded by at least two days' notice of the date, time, and place of the meeting. The notice need not describe the purpose of the special meeting unless required by the articles of incorporation, bylaws or the provisions of this Code.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.134)

12.226 WAIVER OF NOTICE

A. A director may waive any notice required by this Code, the articles of incorporation or the bylaws before or after the date and time stated in the notice. Except as provided by subsection (B), the waiver must be in writing, signed by the director entitled to the notice, and filed with the minutes or corporate records.

B. A director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless that director at the beginning of the meeting (or promptly upon his or her arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.135)

12.227 QUORUM AND VOTING

A. Unless the articles of incorporation or bylaws require a greater number, a quorum of a board of directors consists of a majority of the number of directors.

B. The articles of incorporation or bylaws may authorize a quorum of a board of directors to consist of no less than one-third of the number of directors.

C. If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the board of directors unless the articles of incorporation or bylaws require the vote of a greater number of directors.

D. A director who is present at a meeting of the board of directors or a committee of the board of directors when corporate action is taken is deemed to have assented to the action taken unless:

1. he or she objects at the beginning of the meeting (or promptly upon his or her arrival) to holding it or transacting business at the meeting;

2. his or her dissent or abstention from the action taken is entered in the minutes of the meeting; or

3. he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.136)

12.228 GENERAL STANDARDS FOR DIRECTORS

A. A director shall discharge his or her duties as a director, including duties as a member of a committee:

1. in good faith;

2. with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and

3. in a manner he or she reasonably believes to be in the best interests of the corporation.

B. In discharging his or her duties a director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:

1. one or more officers or employees of the corporation whom the director reasonably believes to be reliable and competent in the matters presented;

2. legal counsel, public accountants, professionals or other experts the director deems to be reliable and competent in the matters presented; or

3. a committee of the board of directors of which he or she is not a member, as to matters within its jurisdiction, if the director reasonably believes the committee merits confidence.

C. A director is not acting in good faith if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted by subsection (B) unwarranted.

D. A director shall not be deemed to be a trustee with respect to the corporation or with respect to any property held or administered by the corporation, including without limit, property that may be subject to restrictions imposed by the donor or transferor of such property, and notwithstanding that the corporation may be a trustee with respect to the property.

E. A director is not liable for any action taken as a director, or any failure to take any action, if he or she performed the duties of office in compliance with this section.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.137)

12.229 DIRECTOR CONFLICT OF INTEREST

A. A conflict of interest transaction is a transaction with the corporation in which a director of the corporation has a direct or indirect interest. A conflict of interest transaction is not voidable or the basis for imposing liability on the director if the transaction was fair at the time it was entered into or is approved as provided in subsections (B) or (C).

B. A transaction in which a director of a Public Benefit Corporation has a conflict of interest may be approved:

1. in advance by the vote of the board of directors or a committee of the board if:

a. the material facts of the transaction and the director's interest are disclosed or known to the board or committee of the board; and

b. the directors approving the transaction in good faith reasonably believe that the transaction is fair to the corporation; or

2. before or after it is consummated, by obtaining approval of the:

a. Director of Commerce; or

b. Tribal Court in an action of which the Director of Commerce is given notice.

C. A transaction in which a director of a Mutual Benefit Corporation has a conflict of

interest may be approved if the following apply:

1. the material facts of the transaction and the director's interest were disclosed or known to the board of directors or a committee of the board and the board or committee of the board authorized, approved, or ratified the transaction; or

2. the material facts of the transaction and the director's interest were disclosed or known to the members and they authorized, approved, or ratified the transaction.

D. For purposes of this section, a director of the corporation has an indirect interest in a transaction if:

1. another entity in which he or she has a material financial interest or in which he or she is a general partner is a party to the transaction, or

2. another entity of which he or she is a director, officer, or trustee is a party to the transaction and the transaction is or should be considered by the board of directors of the corporation.

E. For purposes of subsections (B) and (C), a conflict of interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the directors on the board of directors (or on the committee) who have no direct or indirect interest in the transaction, but a transaction may not be authorized, approved, or ratified under this section by a single director. If a majority of the directors who have no direct or indirect interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present for the purpose of taking action under this section. The presence of or a vote cast by a director with a direct or indirect interest in the transaction does not affect the validity of any action taken under subsections (B) and (C) if the transaction is otherwise authorized, approved, or ratified as provided in subsections (B) or (C).

F. For purposes of subsection (C)(2), a conflict of interest transaction is authorized, approved or ratified if it receives the vote of a majority of the votes entitled to be counted

under this subsection. Votes cast by or voted under the control of a director who has a direct or indirect interest in the transaction, and votes cast by or voted under the control of an entity described in subsection (D)(1), may not be counted in a vote of members to determine whether to authorize, approve, or ratify a conflict of interest transaction under subsection (C)(2). The vote of these members, however, is counted in determining whether the transaction is approved under other sections of this Code. For the purpose of taking action under this section, a quorum constitutes a majority of the voting members entitled to be counted in a vote on the transaction, whether or not present.

G. The articles, bylaws, or a resolution of the board may impose additional requirements on conflict of interest transactions.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.138)

12.230 LIABILITY OF UNLAWFUL PAYMENTS

A. Unless he or she complies with the applicable standards of conduct described in Section 12.228, a director who votes for or assents to any payment of money by the corporation to a member, officer or director made in violation of Section 12.195 of this Statute or the articles of incorporation is personally liable to the corporation for the amount of the payment that exceeds what could have been distributed without violating this Code or the articles of incorporation.

B. A director held liable for an unlawful payment under subsection (A) is entitled to contribution:

1. from every other director who voted for or assented to the payment without complying with the applicable standards of conduct described in section 12.228; and

2. from each member, officer or director who received an unlawful payment, for the amount of the unlawful payment, whether of not he or she accepted the payment knowing it was made in violation of this Code or the articles of incorporation.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.139)

12.231 OFFICERS

A. A corporation has the officers described in its bylaws or appointed by the board of directors in accordance with the bylaws.

B. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the bylaws or the board of directors.

C. The bylaws or the board of directors shall delegate to one of the officers responsibility for preparing minutes of the directors' and members' meetings and for authenticating records of the corporation.

D. The same individual may simultaneously hold more than one office in a corporation.

E. Each officer has the authority and shall perform the duties set forth in the bylaws or, to the extent consistent with the bylaws, the duties prescribed by the board of directors or by direction of an officer authorized by the board of directors to prescribe the duties of other officers.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.140)

12.232 STANDARDS OF CONDUCT FOR OFFICERS

A. An officer with discretionary authority shall discharge his or her duties under that authority:

1. in good faith;

2. with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and

3. in a manner he or she reasonably believes to be in the best interests of the corporation.

B. In discharging his or her duties an officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by:

1. one or more officers or employees of the corporation whom the officer reasonably believes to be reliable and competent in the matters presented; or

2. legal counsel, public accountants, professionals or other experts the officer deems to be reliable and competent in the matters presented.

C. An officer is not acting in good faith if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted by subsection (B) unwarranted.

D. An officer is not liable for any action taken as an officer, or any failure to take any action, if he or she performed the duties of office in compliance with this section.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.141)

12.233 RESIGNATION AND REMOVAL OF OFFICERS

A. An officer may resign at any time by delivering notice to the corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the corporation accepts the future effective date, its board of directors may fill the pending vacancy before the effective date if the board of directors provides that the successor does not take office until the effective date.

B. A board of directors may remove any officer at any time with or without cause.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.142)

12.234 INDEMNIFICATION OF CORPORATE AGENTS

A. A corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partner, joint venture, trust or other enterprise, against expenses including attorney fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred in connection with the action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

B. No indemnification shall be made pursuant to this section in respect of any proceeding in which such person shall have been adjudged to be liable to the corporation.

C. No person shall be indemnified under this section in respect of any proceeding charging improper personal benefit to him or her, whether or not involving action in his or her official capacity, in which he or she shall have been adjudged to be liable on the basis that personal benefit was improperly received by him or her.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.143)

12.235 MANDATORY INDEMNIFICATION

Unless limited by its articles of incorporation, a corporation shall indemnify a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she is or was a director of the corporation, against reasonable expenses incurred by him or her in connection with the proceedings.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.144)

12.236 ADVANCE FOR EXPENSES

A. A corporation may pay for or reimburse the reasonable expenses incurred by a director or officer who is a party to a proceeding in advance of final disposition of the proceeding if the following apply:

1. the director or officer furnishes the corporation a written affirmation of his or her good faith belief that he or she has met the standard of conduct described in section 12.234;

2. the director or officer furnishes the corporation a written undertaking, executed personally or by a surety or guarantor, to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct; and

3. a determination is made that the facts then known to those making the determination would not preclude indemnification under this Section.

B. The undertaking required by subsection (A)(2) must be an unlimited general obligation of the director or officer but need not be secured and may be accepted without reference to financial ability to make repayment.

C. Determinations and authorizations of payments under this section shall be made in the manner specified in Section 12.238.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.145)

12.237 COURT-ORDERED INDEMNIFICATION

Unless limited by a corporation's articles of incorporation, a director or officer of the corporation who is a party to a proceeding may apply for indemnification to the court conducting the proceeding, to the Tribal Court or to another court of competent jurisdiction. On receipt of an application the court, after giving any notice the court

considers necessary, may order indemnification in the amount it considers proper if it determines:

A. the director or officer is entitled to mandatory indemnification under Section 12.235, in which case the court shall also order the corporation to pay the director's or officer's reasonable expenses incurred to obtain court-ordered indemnification; or

B. the director or officer is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the director met the standard of conduct set forth in Section 12.234 or was adjudged liable as described in Section 12.234(B) or (C), but if the director or officer was adjudged so liable indemnification is limited to reasonable expenses incurred.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.146)

12.238 DETERMINATION AND AUTHORIZATION OF INDEMNIFICATION

A. A corporation may not indemnify a director or officer under Section 12.234 unless authorized in the specific case after a determination has been made that indemnification is permissible in the circumstances because the director or officer has met the standard of conduct set forth in Section 12.234.

B. The determination shall be made:

1. by the board of directors by majority vote of a quorum consisting of directors not at the time party to the proceeding;

2. if a quorum cannot be obtained under subdivision (1), by majority vote of a committee duly designated by the board of directors (in which designation directors who are parties may participate), consisting solely of two or more directors not at the time parties to the proceeding;

3. by special legal counsel:

a. selected by the board of directors or its committee in the manner prescribed in subdivision (1) or (2); or

b. if a quorum of the board cannot be obtained under subdivision (1) and a committee cannot be designated under subdivision (2), selected by majority vote of the full board (in which selection directors who are parties may participate);

4. by the members of a Mutual Benefit Corporation, but directors who are at the time parties to the proceedings may not vote on the determination.

C. Authorization of identification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if special legal counsel makes the determination, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled under subsection (B)(3) to select counsel.

D. A director or officer of a Public Benefit Corporation may not be indemnified until 20 days after written notice is given to the Director of Commerce of the proposed indemnification.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.147)

12.239 INSURANCE

A corporation may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee, or agent of the corporation, or who, while a director, officer, employee, or agent of the corporation, is or was serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by him in that capacity or arising from his status as a director, officer, employee, or agent, whether or not the corporation would have power to indemnify him or her against the same liability under this Code.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.148)

12.240 AMENDMENTS TO BYLAWS AND ARTICLES OF INCORPORATION WITHOUT MEMBERS

If a corporation has no members, its board of directors may adopt one or more amendments to the corporation's bylaws and articles, subject to any approvals required by the articles or bylaws. The corporation shall provide notice of any meeting at which an amendment is to be voted upon. The notice shall be in accordance with Section 12.225. The notice must also state that a purpose of the meeting is to consider a proposed amendment to the articles or bylaws and contain or be accompanied by a copy or summary of the amendment or state the general nature of the amendment. In addition to any requirements in the bylaws or articles concerning voting on proposed amendments, the amendment must be approved by a majority of the directors in office at the time the amendment is adopted.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.149)

12.241 AMENDMENTS TO BYLAWS AND ARTICLES OF INCORPORATION WITH MEMBERS

A. If the corporation has members, then:

1. Unless this code, the articles, bylaws or the board of directors (acting pursuant to subsection (B)(2)) require a greater vote or voting by class, an amendment to a corporation's articles or bylaws to be adopted must be approved:

a. by the board if the corporation is a Public Benefit Corporation and the amendment does not relate to the number of directors, the composition of the board, the term of office of directors, or the method or way in which directors are elected or selected;

b. by the members by two-thirds of the votes cast or by a majority of

the voting power, whichever is less; and

c. in writing by any person or persons whose approval is required by a provision of the articles or bylaws.

B. If the board initiates an amendment to the articles or bylaws, or board approval is required by subsection (A) to adopt an amendment, the board may condition the amendment's adoption on receipt of a higher percentage of affirmative votes or any other basis.

C. If the board or the members seek to have the amendment approved by the members at a membership meeting, the corporation shall give notice to its members of the proposed membership meeting in writing in accordance with Section 12.210. The notice must state that a purpose of the meeting is to consider the proposed amendment and contain or be accompanied by a copy or summary of the amendment.

D. If the board seeks to have the amendment approved by the members by written consent or written ballot, the material soliciting the approval shall contain or be accompanied by a copy or summary of the amendment.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.150)

12.242 APPROVAL BY THIRD PERSONS

The articles or bylaws may require an amendment to the articles or bylaws to be approved in writing by a specified person or persons other than the board. Such an article or bylaw provision may only be amended with the approval in writing of such person or persons.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.151)

12.243 ARTICLES OF AMENDMENT

A. A corporation amending its articles shall prepare articles of amendment, which

shall be executed in duplicate by the corporation by its chief executive officer and shall be verified by the officer who has been delegated responsibility under Section 12.231 of this Code for authenticating corporate records, and shall set forth:

1. the name of the corporation;

2. the text of each amendment adopted;

3. the date of each amendment's adoption;

4. if approval of members was not required, a statement to that effect and a statement that the amendment was approved by a sufficient vote of the board of directors;

5. if approval by members was required, the number of memberships out standing and the total number of votes cast for and against the amendment.

6. if approval of the amendment by some person or persons other than the members or the board is required pursuant to section 12.242, a statement that the approval was obtained.

B. The articles of amendment shall be sent to the Director of Commerce with the fees as provided in this Code. If the Director of Commerce approves the amendments, he or she shall issue a certificate of amendment.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.152)

12.244 DISSOLUTION OF CORPORATIONS WITHOUT MEMBERS

A. The board of directors of a corporation that has no members may, subject to any approval required by the articles or bylaws, dissolve the corporation by delivering to the Director of Commerce articles of dissolution.

B. The corporation shall give notice of any meeting at which dissolution will be

approved. The notice shall be in accordance with Section 12.225. The notice must also state that a purpose of the meeting is to consider dissolution of the corporation.

C. Dissolution shall be approved by a vote of a majority of the directors in office at the time the transaction is approved.

D. The directors in approving dissolution shall adopt a plan of dissolution indicating to whom the assets owned or held by the corporation will be distributed after all creditors have been paid.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.153)

12.245 VOTING ON DISSOLUTION BY DIRECTORS AND MEMBERS

A. Unless this Code, the articles, bylaws or the board of directors or members (acting pursuant to subsection (B)) require a greater vote, dissolution is authorized if it is approved:

1. by the board;

2. by the members, if any, by two-thirds of the votes cast or a majority of the members, whichever is less; and

3. in writing by any person or persons whose approval is required by a provision of the articles authorized by Section 12.242 for an amendment to the articles or bylaws.

B. The board may condition its submission of the proposed dissolution on receipt of a higher percentage of affirmative votes or on any other basis.

C. If the board seeks to have dissolution approved by the members at a membership meeting, the corporation shall give notice to its members of the proposed membership meeting in accordance with Section 12.210. The notice must also state that a purpose of the meeting is to consider dissolving the corporation and must contain or be accompanied

by a copy or summary of the plan of dissolution.

D. If the board seeks to have dissolution approved by the members by written consent or written ballot, the material soliciting the approval shall contain or be accompanied by a copy or summary of the plan of dissolution.

E. The plan of dissolution shall indicate to whom the assets owned or held by the corporation will be distributed after all creditors have been paid.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.154)

12.246 DISTRIBUTIONS BY PUBLIC BENEFIT CORPORATIONS

A. A Public Benefit Corporation shall give the Director of Commerce written notice that it intends to dissolve 10 days before the time it delivers articles of dissolution to the Director of Commerce. The notice shall include a copy or summary of the plan of dissolution.

B. No assets shall be transferred or conveyed by a Public Benefit Corporation as part of the dissolution process until twenty days after it has given written notice as required by subsection (A) to the Director of Commerce or until the Director of Commerce has consented in writing to, or indicated in writing that it will take no action with respect to, the transfer or conveyance, whichever is earlier.

C. Prior to the expiration of the 20-day period described in subsection (B), the Director of Commerce may bring an action in Tribal Court to challenge the planned distribution of assets, and the Tribal Court may enjoin any distribution pending the outcome of the action.

D. When all or substantially all of the assets of a Public Benefit Corporation have been transferred or conveyed following approval of dissolution, the board shall deliver to the Director of Commerce a list showing those, other than creditors, to whom the assets were transferred or conveyed. The list shall indicate the addresses of each person, other than creditors, who received assets and indicate what assets each received.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.155)

12.247 ARTICLES OF DISSOLUTION

A. Subject to any waiting period prescribed by Section 12.246, at any time after dissolution is authorized, the corporation may dissolve by delivering to the Director of Commerce articles of dissolution setting forth:

1. the name of the corporation;

2. the date dissolution was authorized;

3. a statement that dissolution was approved by a sufficient vote of the board;

4. if approval of members was not required, a statement to that effect;

5. if approval by members was required, the number of memberships outstanding and the total number of votes cast for and against dissolution.

6. if approval of dissolution by some person or persons other than the members, the board or the incorporators is required pursuant to Section 12.245(A)(3), a statement that the approval was obtained; and

7. the effective date of the articles of dissolution.

B. After its articles of dissolution have been accepted for filing by the Director of Commerce, a corporation is dissolved upon the effective date stated in its articles of dissolution.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.156)

12.248 EFFECT OF DISSOLUTION

A. A dissolved corporation continues its corporate existence but may not carry on any business except that appropriate to wind up and liquidate its business and affairs, including:

1. preserving and protecting its assets and minimizing its liabilities;

2. discharging or making provision for discharging its liabilities and obligations;

3. disposing of its properties that will not be distributed in kind;

4. returning, transferring or conveying assets held by the corporation upon a condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, in accordance with such condition;

5. transferring, subject to any contractual or legal requirements, its assets as provided in or authorized by its articles of incorporation or bylaws;

6. if the corporation is a Public Benefit Corporation and no provision has been made in its articles or bylaws for distribution of assets upon dissolution, then subject to any contractual or legal requirement, its assets must be transferred in accordance with section 12.195(C);

7. if the corporation is a Mutual Benefit Corporation and no provision has been made in its articles or bylaws for distribution of assets on dissolution, then assets shall be transferred to its members or, if it has no members, to those persons whom the corporation holds itself out as benefiting or serving; and

8. doing every other act necessary to wind up and liquidate its assets and affairs.

B. Dissolution of a corporation does not:

1. transfer title to the corporation's property;

2. subject its directors or officers to standards of conduct different from those prescribed in sections 12.228 and 12.232;

3. change quorum or voting requirements for its board of directors or members; change provisions for selection, resignation, or removal of its directors or officers; or change provisions for amending its bylaws;

4. prevent commencement of a proceeding by or against the corporation in its corporate name;

5. abate or suspend a proceeding pending by or against the corporation in its corporate name; or

6. terminate the authority of the registered agent of the corporation.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.157)

12.249 KNOWN CLAIMS AGAINST A DISSOLVED CORPORATION

A. A dissolved corporation may dispose of the known claims against it by following the procedure described in this section.

B. The dissolved corporation shall notify its known claimants in writing of the dissolution within 90 days of its effective date. The written notice must:

1. describe information that must be included in a claim;

2. provide a mailing address where a claim may be sent;

3. state the deadline, which may not be fewer than 120 days from the effective date of the written notice, by which the dissolved corporation must receive the claim, and

4. state that the claim will be barred if not received by the deadline.

C. A claim against the dissolved corporation is barred:

1. if a claimant who was given written notice under subsection (B) does not deliver the claim to the dissolved corporation by the deadline;

2. if a claimant whose claim was rejected by the dissolved corporation does not commence a proceeding to enforce the claim within 180 days from the effective date of the rejection notice.

D. For purposes of this section, "claim" does not include a contingent liability or a claim based on an event occurring after the effective date of dissolution.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.158)

12.250 UNKNOWN CLAIMS AGAINST DISSOLVED CORPORATION

A. A dissolved corporation may also publish notice of its dissolution and request that persons with claim against the corporation present them in accordance with the notice.

B. The notice must:

1. be published one time in a newspaper of general circulation in the county where the dissolved corporation's principal office is or was last located and in a newspaper of general circulation on the Reservation;

2. describe the information that must be included in a claim and provide a mailing address where the claim may be sent; and

3. state that a claim against the corporation will be barred unless a proceeding to enforce the claim is commenced within two years after the publication of the notice.

C. If the dissolved corporation publishes a newspaper notice in accordance with subsection (B), the claim of each of the following claimants is barred unless the claimant commences a proceeding to enforce the claim against the dissolved corporation within two years after the publication date of the newspaper notice:

1. a claimant who did not receive written notice under Section 12.249;

2. a claimant whose claim was timely sent to the dissolved corporation but not acted on;

3. a claimant whose claim is contingent or based on an event occurring after the effective date of dissolution.

D. A claim may be enforced under this section:

1. against the dissolved corporation, to the extent of its undistributed assets; or

2. if the assets have been distributed in liquidation, against any person, other than a creditor of the corporation, to whom the corporation distributed its property to the extent of the distributee's pro rata share of the claim or the corporate assets distributed to such person in liquidation, whichever is less, but the distributee's total liability for all claims under this section may not exceed the total amount of assets distributed to the distributes.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.159)

12.251 GROUNDS FOR ADMINISTRATIVE DISSOLUTION

The Director of Commerce may proceed under Section 12.252 to dissolve a corporation administratively if:

A. the corporation's period of duration stated in its articles of incorporation expires;

B. responses to the requests under the Tribal Comprehensive Business Codes of this Chapter show that the corporation has been inactive for a period of at least one year, and there are no plans to reactive the corporation in the future; or

C. request under the Tribal Comprehensive Business Codes have not been answered by any of the persons to whom they were directed for a period of 120 days after becoming due; provided, however, that 30 days before commencing a proceeding under this subsection, the Director of Commerce shall notify each person failing to answer such interrogatories of its intent to commence such a proceeding.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.160)

12.252 PROCEDURE FOR AND EFFECT OF ADMINISTRATIVE DISSOLUTION

A. If the Director of Commerce determines that one or more grounds exist under Section 12.251 for dissolving a corporation, he or she shall serve the corporation with written notice of his or her determination.

B. If the corporation does not correct each ground for dissolution or demonstrate to the reasonable satisfaction of the Director of Commerce that each ground determined by the Director of Commerce does not exist within 60 days after service of the notice is perfected, the Director of Commerce shall administratively dissolve the corporation by signing a certificate of dissolution that recites the ground or grounds for dissolution and its effective date. The Director of Commerce shall file the original of the certificate and serve a copy on the corporation.

C. A corporation administratively dissolved continues its corporate existence but may not carry on any business except that necessary to wind up and liquidate its business and affairs under section 12.248 and notify claimants under Sections 12.249 and 12.250.

D. The administrative dissolution of a corporation does not terminate the authority of its registered agent.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.161)

12.253 GROUNDS FOR JUDICIAL DISSOLUTION

A. The Tribal Court may dissolve a corporation:

1. in a proceeding brought on behalf of the Director of Commerce or other agency or official of the Tribe if it is established that:

a. the corporation obtained its articles of incorporation through fraud;

b. the corporation has continued to exceed or abuse, the authority conferred upon it by law;

c. the corporation is a public benefit corporation and the corporate assets are being misapplied or wasted; or

d. the corporation is a public benefit corporation and is no longer able to carry out its purposes.

2. in a proceeding by members holding 25 per cent of the voting power, or by a director, or by any person specified in the articles, if it is established that:

a. the directors are deadlocked in the management of the corporate affairs, and the members, if any, are unable to break the deadlock;

b. the directors or those in control of the corporation have acted, are acting, or will act in a manner that is illegal, oppressive, or fraudulent;

c. the members are deadlocked and have failed for a period that includes at least two consecutive annual meeting dates to elect successors to directors whose terms have, or otherwise would have, expired;

d. the corporate assets are being misapplied or wasted; or

e. the corporation is a Public Benefit Corporation and is no longer able to carry out its purposes;

3. in a proceeding by a creditor if it is established that;

a. the creditor's claim has been reduced to judgment, the execution on the judgment returned unsatisfied, and the corporation is insolvent; or

b. the corporation has admitted in writing that the creditor's claim is due and owing and the corporation is insolvent; or

4. in a proceeding by the corporation to have its voluntary dissolution continued under court supervision.

B. Prior to dissolving a corporation, the court shall consider whether:

1. there are reasonable alternatives to dissolution;

2. dissolution is in the public interest, if the corporation is a Public Benefit Corporation;

3. dissolution is the best way of protecting the interests of members, if the corporation is a Mutual Benefit Corporation.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.162)

12.254 PROCEDURE FOR JUDICIAL DISSOLUTION

A. It is not necessary to make directors or members parties to a proceeding to dissolve a corporation unless relief is sought against them individually.

B. The Tribal Court in a proceeding brought to dissolve a corporation may issue injunctions, appoint a receiver or custodian with all powers and duties the court directs,

take other action required to preserve the corporate assets wherever located, and carry on the business of the corporation until a full hearing can be held.

C. A person who brings an involuntary dissolution proceeding for a public benefit corporation shall forthwith give written notice of the proceeding to the Director of Commerce, who may intervene.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.163)

12.255 RECEIVERSHIP OR CUSTODIANSHIP

A. The Tribal Court in a judicial proceeding brought to dissolve a corporation may appoint one or more receivers to wind up and liquidate, or one or more custodians to manage, the affairs of the corporation. The Tribal Court shall hold a hearing, after notifying all parties to the proceeding and any interested persons designated by the court, before appointing a receiver or custodian. The court appointing a receiver or custodian has exclusive jurisdiction over the corporation and all of its property wherever located.

B. The court may appoint an individual, or a domestic, Tribal or foreign business or nonprofit corporation as a receiver or custodian. The court may require the receiver or custodian to post bond, with or without sureties, in an amount the court directs.

C. The Tribal Court shall describe the powers and duties of the receiver or custodian in its appointing order, which may be amended from time to time. Among other powers:

1. The receiver:

a. may dispose of all or any part of the assets of the corporation wherever located, at a public or private sale, if authorized by the Tribal Court; provided, however, that the receiver's power to dispose of the assets of the corporation is subject to any trust and other restrictions that would be applicable to the corporation; and

b. may sue and defend in the receiver's or custodian's name as

receiver or custodian of the corporation;

2. The custodian may exercise all of the powers of the corporation, through or in place of its board of directors or officers, to the extent necessary to manage the affairs of the corporation in the best interests of its members and creditors.

D. During a receivership the Tribal Court may re-designate the receiver a custodian, and during a custodianship may re-designate the custodian a receiver, if doing so is in the best interests of the corporation, its members, and creditors.

E. From time to time during the receivership or custodianship the Tribal Court may order compensation paid and reimbursements made to the receiver or custodian and to his or her counsel and accountant from the assets of the corporation or proceeds from the sale of the assets.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.164)

12.256 DECREE OF DISSOLUTION

A. If after a hearing the Tribal Court determines that one or more grounds for judicial dissolution described in section 12.253 exist, it may enter a decree dissolving the corporation and specifying the effective date of the dissolution, and the clerk of the Tribal Court shall deliver a certified copy of the decree to the Director of Commerce, who shall file it.

B. After entering the decree of dissolution, the Tribal Court shall direct the winding up and liquidation of the corporation's business and affairs in accordance with section 12.248 and the notification of claimants in accordance with Sections 12.249 and 12.250.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.165)

12.257 DEPOSIT WITH DEPARTMENT OF COMMERCE

Assets of a dissolved corporation that should be transferred to an individual who is a

creditor, claimant, or shareholder of the corporation who cannot be found, is a minor, or who is not competent to receive them shall be reduced to cash and deposited into an escrow account for safekeeping established by the Director of Commerce. When the individual furnishes satisfactory proof of entitlement to the amount deposited, the Director of Commerce shall pay to the individual the amount due.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Four, 4.166)

12.258 SAVINGS CLAUSE

In the event that any phrase, part, provision, paragraph, subsection or section of this Statute found by a court of competent jurisdiction to violate the Constitution or laws of the Little Traverse Bay Bands of Odawa Indians, such phrase, part, provision, paragraph, subsection or section shall be considered to stand alone and to be deleted from this Statute, the entirety of the balance of the Statute to remain in full and binding force and effect.

(Source: WOS 2003-07, August 3, 2003, Chapter 1, Part Five)

Chapter 2(A). Secured Transactions

12.201(A) TITLE, PURPOSE

A. This Statute may be cited as the "Little Traverse Bay Bands of Odawa Indians Secured Transactions Statute."

B. The purpose of this Statute is to recognize that under Tribal law, except as otherwise provided in this Statute, secured parties shall have the same rights with respect to collateral located on lands subject to the sovereign authority of the Tribe as would exist if all aspects of the security interest (including but not limited to its creation, attachment, perfection and priority) had been governed by the Michigan UCC, without regard to the choice of law principles set forth therein.

(Source: WOS 2005-09, August 21, 2005, Section I)

12.202(A) DEFINITIONS

In this Statute the terms listed below have the following meanings:

A. "**Michigan UCC**" means the Uniform Commercial Code of the State of Michigan, as amended from time to time.

B. **"Pledged Revenues**" means all of a Tribal Party's money, earnings, income and revenues, and all of the Tribal Party's rights to and interest with respect to receiving the foregoing before actual possession thereof, whether in the form of money, deposit accounts, investments, accounts, instruments or other assets, and the proceeds thereof, in which such Tribal Party has granted a security interest to a secured party in a writing signed by the Tribal Party.

C. "**Tribal Council**" means the Tribal Council of the Little Traverse Bay Bands of Odawa Indians.

D. "**Tribal Lands**" means all lands within the Tribe's reservation and all lands held by the United States in trust for the benefit of the Tribe over which the Tribe exercises jurisdiction.

E. "**Tribal Party**" means the Tribe and any division, subdivision, branch, department, board, committee, commission, agency, instrumentality, or entity wholly-owned or wholly-controlled, directly or indirectly, by the Tribe, along with the successors and assigns of each.

F. "**Tribe**" means the Little Traverse Bay Bands of Odawa Indians, a federally recognized Indian tribe.

G. Any undefined terms that are defined in the Michigan UCC are used in this Statute with the meanings that apply in the Michigan UCC.

(Source: WOS 2005-09, August 21, 2005, Section II)

12.203(A) SCOPE

A. This Statute shall apply only with respect to those security interests that (i) are granted by a Tribal Party, and (ii) are expressly stated to be subject to and governed by this Statute by resolution of the Tribal Council.

B. Once applicable to any security interest, this Statute shall remain in effect with respect to that security interest until all obligations secured thereby have been fully and finally discharged or otherwise fully satisfied, except that this Statute may be amended in any manner that is not adverse to any secured party with respect to any security interest.

(Source: WOS 2005-09, August 21, 2005, Section III)

12.204(A) LAWS APPLICABLE TO SECURITY INTERESTS

A. With respect to collateral located on Tribal Lands, except as provided elsewhere in this Section IV, the rights and obligations of any person shall be governed by the Michigan UCC, including those rights and obligations related to perfection and enforcement of a security interest, or arising after a default.

B. Except as provided elsewhere in this Statute, the perfection, effect of perfection or nonperfection and priority of any security interest to which this Statute applies shall be determined in accordance with the Michigan UCC.

(Source: WOS 2005-09, August 21, 2005, Section IV)

12.205(A) ENFORCEMENT JURISDICTION

Notwithstanding anything to the contrary in the Michigan UCC, jurisdiction to enforce security interests against a Tribal Party shall lie solely within the LTBB Tribal Courts or Federal Courts as specified in the Tribal Council resolution authorizing the application of this Statute.

(Source: WOS 2005-09, August 21, 2005, Section V)

12.206(A) SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this Statute is found by a court of competent jurisdiction to violate the Constitution, laws or ordinances of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this Statute, the entirety of the balance of the Statute to remain in full and binding force and effect if the overall intent is intact. To the extent any provision of any law, statute, resolution, motion or any other action of any Tribal Party heretofore taken is in conflict with any provision of this Statute, the provision of this Statute shall supercede and the conflicting provision shall be and hereby is repealed as it shall apply to a security interest to which this Statute applies.

(Source: WOS 2005-09, August 21, 2005, Section VI)

12.207(A) EFFECTIVE DATE

This Statute shall take effect upon the date of its enactment by the Tribal Council.

(Source: WOS 2005-09, August 21, 2005, Section VII)

Chapter 3. Business Assumed Name

12.301 PURPOSE

This Statute is hereby enacted to authorize entities or individuals to do business under assumed names.

(Source: WOS 2006-009, June 16, 2006, Section I)

12.302 DEFINITIONS

A. The "**Tribe**" shall mean the Little Traverse Bay Bands of Odawa Indians.

B. "**Legal Business Entity**" shall mean any corporation registered to do business within the jurisdiction of the Tribe, a partnership, a limited partnership, or any other form of business entity authorized to do business within the Tribe's jurisdiction.

(Source: WOS 2006-009, June 16, 2006, Section II)

12.303 APPLICATION

A. Individuals and any form of legal business entity shall have the authority to Do Business As (DBA) an entity with an assumed name.

B. The Economic Development Department (EDD) or its successor shall be responsible for implementation of this statute.

(Source: WOS 2006-009, June 16, 2006, Section III)

12.304 RESTRICTIONS

Fees for registration shall not exceed $15 for a period of ten years.

(Source: WOS 2006-009, June 16, 2006, Section IV)

12.305 REGULATIONS REQUIRED

The Tribal Executive shall develop regulations to implement this statute.

(Source: WOS 2006-009, June 16, 2006, Section V)

12.306 PROCEDURES REQUIRED

None.

(Source: WOS 2006-009, June 16, 2006, Section VI)

12.307 APPROPRIATIONS AUTHORIZED

The EDD has already been funded. The Executive shall make recommendations for future budgets to implement this statute.

(Source: WOS 2006-009, June 16, 2006, Section VII)

12.308 EXECUTIVE AUTHORITY

The Tribal Executive is hereby mandated to implement this Act and to enforce all approved Tribal Codes of Regulation.

(Source: WOS 2006-009, June 16, 2006, Section VIII)

12.309 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2006-009, June 16, 2006, Section IX)

12.310 EFFECTIVE DATE

Effective upon the signature of the Executive, or 30 days from submission to the Executive branch, or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2006-009, June 16, 2006, Section X)

Chapter 4. Limited Liability Company Code

12.401 AUTHORITY

Article VII, Section D, of the Little Traverse Bay Bands of Odawa Indians (LTBB) Constitution, adopted February 1, 2005, gives Tribal Council the power to make laws, statutes and resolutions necessary to exercise Tribal jurisdiction, including the regulation of commerce.

(Source: WOS 2020-005, January 29, 2020, Section I)

12.402 SHORT TITLE

This Statute shall be known and cited as the "Limited Liability Company Code" or the "LLC Code".

(Source: WOS 2020-005, January 29, 2020, Section II)

12.403 PUPROSE

A. The purpose of this Statute is to provide for economic development of the Little Traverse Bay Bands of Odawa Indians and its Citizens by:

1. Providing the legal framework for organizing individually owned business entities in order to expand the private business sector either on or off the Reservation; and

2. To extend the benefits of limited liability and pass-through taxation to the Tribe, Tribal Citizens, and private-sector businesses operating within the jurisdiction of the Tribe.

3. To develop and modernize the laws applicable to businesses created under the sovereign powers of the Tribe by allowing for the organization of limited liability companies.

4. Authorizing the formation of wholly owned tribal business entities for managing the Tribe's nongaming economic activities separate from the general affairs of its Tribal Council, with the ability to enter into legally binding contracts and commercial

relationships, including the ownership or formation of subsidiary entities, without the need for formal Tribal Council action; and

5. Authorizing the formation of limited liability companies by individuals or the Tribe for the purpose of organizing entities whose primary purpose is the pursuit of charitable or other non-profit purposes.

B. By enactment of this Statute, the Tribe does not waive its sovereign immunity or consent to suit in any court, federal, tribal or state, and neither the enactment of this Statute, nor the organization and creation of any limited liability company hereunder, shall be construed to be a waiver of the sovereign immunity of the Tribe or a consent to suit against the Tribe in any court.

(Source: WOS 2020-005, January 29, 2020, Section III)

12.404 SCOPE

A. This Statute shall apply to all limited liability companies organized under its provisions or which elect to accept the provisions of this Statute.

B. The provisions of this Statute modify the Tribal Comprehensive Business Code, WOS 2003-007. Provisions of this Statute apply to all limited liability companies (LLC) authorized herein under the laws and sovereign power of the Tribe. The Department of Commerce shall have such authority as prescribed in this Statute and elsewhere. Preexisting LLCs shall be deemed to be in valid existence and allowed a ninety (90) day grace period from the date of the adoption of this Act to amend or conform their articles of organization in order to comply with the provisions herein.

C. This Statute repeals and replaces WOS 2012-016 Limited Liability Company Code.

(Source: WOS 2020-005, January 29, 2020, Section IV)

12.405 APPLICABLE LAW

The companies organized and created under this Statute shall be subject to this Statute, and all

other laws of the Tribe. By organizing and creating a company under this Statute, the company and its owners shall be considered to have entered into a consensual relationship with the Tribe and agree to be subject to the full extent of the Tribe's legislative, regulatory and adjudicatory jurisdiction. Unless displaced by particular provisions of this Statute or other tribal law, the principles of law and equity supplement this Statute.

(Source: WOS 2020-005, January 29, 2020, Section V)

12.406 RULES OF CONSTRUCTION

A. The provisions of this Statute shall be construed to promote its purpose and the policies of the Tribe as laid out in the Tribal Comprehensive Business Code's Preamble.

B. Nothing in this Statute shall be construed as a waiver of the Tribe's sovereign immunity or that of its officers or employees.

C. Nothing in this Statute shall be construed as creating a claim for monetary or injunctive relief against the Tribe or its officers or employees.

D. Nothing in this Statute shall be construed as consent by an LLC, where the Tribe is its sole member, to the jurisdiction of the United States or of any state with regard to the LLC.

E. Nothing in this Statute shall be construed as a waiver by the Tribe of its adjudicatory or regulatory jurisdiction over businesses operating within its jurisdiction.

F. Nothing in this Statute shall be construed as limiting the Tribal Court's jurisdiction to adjudicate matters arising under Tribal law, including this Statute.

G. The provisions of this Statute shall be construed to give maximum effect to the freedom of contract and the enforceability of articles of operation and other agreements.

H. Limited Liability Companies shall be considered apart from corporations for the purposes of interpreting LTBB Comprehensive Business Codes.

(Source: WOS 2020-005, January 29, 2020, Section VI)

12.407 DEFINITIONS

A. "Articles of Organization" means the original documents filed under Section XXII of this Statute and those articles as amended or restated evidencing the creation of an LLC pursuant to the Tribe's sovereign powers.

B. "Contribution" means anything of value that a person contributes to the LLC, including cash, property, services performed, a promissory note or other binding obligation to contribute cash, property, or services, as a prerequisite for, or in connection with, becoming a member.

C. "Corporation" means a "domestic corporation" organized under the Tribal Corporations Code and a foreign corporation formed under the laws of any other jurisdiction.

D. "Corporations Code" means Chapter One (1) of the Tribal Comprehensive Business Codes Statute, WOS 2003-07, or as amended.

E. "Distribution" means a direct or indirect transfer by an LLC of money or other property or the incurrence of indebtedness by an LLC to or for the benefit of its members or assignees in respect of their interests.

F. "Entity" means an individual, a general partnership, limited partnership, a domestic or foreign LLC, a trust, an estate, an association, a corporation, or any other legal or commercial entity whether formed under the law of the Band or formed under the laws of any other jurisdiction.

G. "Foreign" means an entity established under the laws of a jurisdiction other than the Little Traverse Bay Bands of Odawa Indians.

H. "Jurisdiction" means the jurisdiction of the Little Traverse Bay Bands of Odawa Indians as described in the Tribal Constitution, adopted February 1, 2005, and any amendments thereto.

I. "Limited Liability Company" or **"Domestic Limited Liability Company"** or **"LLC"** means an organization formed under this Statute.

J. "Limited Liability Company Interest" or **"Interest"** or **"Member's Interest"** means a member's rights in the LLC, including but not limited to rights to distributions, profits and losses, and to participate in management or vote, as specified in the articles of operation.

K. "Majority in Interest" means a majority of votes as allocated by the articles of operation or, if not otherwise specified, members contributing more than fifty percent (50%) of the value of total capital contributions to the LLC excluding any interest which is not to be counted as voting on a matter as described elsewhere in this Statute.

L. "Manager" or **"Managers"** means the person(s) or entity(ies) designated to manage the LLC pursuant to the articles of organization and operating agreement.

M. "Operating Agreement" means an agreement in writing among all of the owners as to the conduct of the business of a limited liability company and its relationships with its owners.

N. "Organizer(s)" means the person(s) or entity(ies) which signs and delivers the articles of organization for filing to the Tribe's Department of Commerce.

O. "Owner" means a person who has been admitted to membership in an LLC as provided by law and who has not dissociated from the LLC.

P. "Notice" means written notice unless oral notice is reasonable under the circumstances.

Q. "Person" means a natural person, tribal entity and an organization such as a general partnership, limited partnership, a domestic or foreign limited liability company, a trust, an estate, an association, or a corporation.

R. "Reservation" means all lands under the jurisdiction of the Tribe, including *as defined in the Constitution*, "all lands within the boundaries of the reservations for the Little Traverse Bay Bands of Odawa Indians as set out in Article I, paragraphs third and fourth of the Treaty of 1855, 11 Stat. 621, plus any lands set out in Articles Second and Third of the Treaty of March 28, 1836, 7 Stat. 491, in the event that the 1836 reservation is determined to include lands which are not included within the 1855 reservation, plus any lands outside of those boundaries which are now

or in the future declared to be Little Traverse Bay Bands of Odawa Indians reservation by the U.S. Department of Interior."

S. **"State"** includes a state, territory, or possession of the United States and the District of Columbia.

T. **"Tribal Citizen"** means an individual duly enrolled in the Little Traverse Bay Bands of Odawa Indians.

U. **"Tribal Constitution"** means the Constitution of the Little Traverse Bay Bands of Odawa Indians.

V. **"Tribal Corporation"** means a corporation wholly owned by the Tribe and duly formed pursuant to this Statute, a Tribal resolution, a Business Corporation Code adopted by the Tribe, or other law.

W. **"Tribal Council"** means the Little Traverse Bay Bands of Odawa Indians Tribal Council.

X. **"Tribal Court"** means the judicial system of the Little Traverse Bay Bands of Odawa Indians.

Y. **"Tribal Entity"** means the Tribe, the Tribal Council, the Tribal Chair, a general partnership, limited partnership, a domestic or foreign limited liability company, a trust, an estate, an association, a corporation, a program, a department, an administrative agency or any other legal, commercial or governmental entity of the Tribe.

Z. **"Tribally Owned LLC"** means a limited liability company wholly owned by the Tribe with the Tribe as its sole owner.

AA. **"Tribally Owned Second Tiered Subsidiary LLC"** means a limited liability company wholly owned by a tribally owned subsidiary LLC.

BB. **"Tribally Owned Subsidiary LLC"** means a limited liability company wholly owned by a tribally owned LLC or by any other tribal entity that is wholly owned by the Tribe.

CC. **"Tribe"** or **"LTBB"** means the Waganakising Odawak, also known as the Little Traverse Bay Bands of Odawa Indians.

DD. **"Trust Land"** means land held in trust by the United States for the benefit of the Tribe or its Citizens.

(Source: WOS 2020-005, January 29, 2020, Section VII)

12.408 STATUS OF THE LLC

A. If an LLCs principle place of business is located within the exterior boundaries of the LTBB reservation and the LLC is incorporated both under Tribal law and the laws of any state, then Tribal law and the articles of organization and operation filed with the Tribal Department of Commerce take precedence over any conflicting state law and state charter documents in any dispute concerning the status of the LLC or the rights and obligations of any persons with respect to the LLC.

B. The Tribal Court has jurisdiction to decide all questions with respect to status of the LLC under this Statute.

(Source: WOS 2020-005, January 29, 2020, Section VIII)

12.409 NAME

The name of a limited liability company as set forth in its articles of organization must contain the words "limited liability company" or end with the abbreviation "L.L.C." or "LLC." The name may not contain language stating or implying that the limited liability company is organized for any purpose other than that permitted under this Statute.

(Source: WOS 2020-005, January 29, 2020, Section IX)

12.410 REGISTERED OFFICE AND REGISTERED AGENT

A. A limited liability company's registered agent is the company's agent for receiving

service of process, notice, or demand required or permitted by law to be served on the company under the laws of the Tribe.

B. Each LLC shall continuously maintain a registered office and a registered agent. The registered office may, but need not, be the same as any of its places of business. If the Tribe is an owner in the LLC, the agent may be a designated office or position, rather than a specified person.

C. An LLC may change its registered office or registered agent, or both, by filing a written notice of change containing the name of its registered agent and the street address of its registered office, as changed, with the Tribal Department of Commerce.

D. The registered agent of an LLC may resign as a registered agent by delivering to the Tribal Department of Commerce and filing a written statement of resignation and the appointment by the LLC of another registered agent.

(Source: WOS 2020-005, January 29, 2020. Section X)

12.411 TRIBE AS OWNER

A. The Tribe shall form or become an owner of a tribally owned LLC formed under this Statute only upon approval of such action by duly enacted Tribal Resolution.

B. A second-tier subsidiary LLCs is an LLC that is formed under either a Tribally Chartered Corporation, an LLC, or a subordinate Tribal entity. The ownership interests in a tribally owned subsidiary LLC, including tribally owned second tier subsidiary LLCs, shall be voted as provided in the company's operating agreement.

C. If the Tribe is the sole owner of an LLC formed under this Statute, such tribally owned LLC shall possess all of the privileges and immunities of the Tribe, including the Tribe's sovereign immunity from suit except to the extent otherwise provided in its operating agreement.

D. If a tribally owned LLC, of which the Tribe or a tribal entity is the sole member, forms a tribally owned subsidiary LLC, of which the tribally owned LLC or other tribal entity is the sole

member, such tribally owned subsidiary LLC shall possess all of the privileges and immunities of the Tribe, including the Tribe's sovereign immunity from suit except to the extent otherwise provided in its operating agreement.

E. If a subsidiary tribally owned LLC, of which the tribally owned LLC is the sole member, forms a tribally owned second tier subsidiary LLC, such tribally owned second tier subsidiary LLC shall possess all of the privileges and immunities of the Tribe, including the Tribe's sovereign immunity from suit except to the extent otherwise provided in its operating agreement.

F. If the Tribe or a tribal entity is an owner with a majority in interest in an LLC formed under this Statute, such LLC may possess the privileges and immunities of the Tribe, including sovereign immunity from suit, to the extent allowed by federal law, this Statute or its operating agreement.

G. In no event shall any manager who is not an owner of an LLC in which the Tribe is an owner, bind the Tribe in any manner; provided that the Tribe's interest as an owner may be bound by manager or owner actions as stated in this Statute and the operating agreement of the LLC.

H. Nothing contained in this Statute shall be construed as creating any liability or waiving of sovereign immunity of the Tribe in any manner; provided that the assets of the LLC in which the Tribe holds an interest may be subject to liabilities and claims unless otherwise provided herein,

I. In no event shall any action taken by the Tribe as owner concerning the exercise of any right or privilege or discharge of any duty with respect to an interest in an LLC be construed as a waiver of immunity or creation of a liability on the part of the Tribe separate and apart from its interests as an owner of the LLC.

J. For all tribally owned limited liability companies and tribally owned subsidiary limited liability companies, the additional provisions of Section LXIX and Section LXX of this Statute shall apply.

(Source: WOS 2020-005, January 29, 2020. Section XI)

12.412 JURISDICTION OF THE TRIBAL COURT

Unless parties otherwise stipulate in writing, all LLCs formed under this Statute and members and managers of such, regardless of whether they are Tribal Citizens, shall be subject to the jurisdiction of the Tribal Court in all actions which arise out of their acts, omissions or participations in connection with the affairs of the LLC established under this Statute. The Tribal Court of the Little Traverse Bay Bands of Odawa Indians shall possess exclusive jurisdiction over all matters and controversies regarding the interpretation and implementation of these Articles which may arise.

(Source: WOS 2020-005, January 29, 2020. Section XII)

12.413 GENERAL POWERS OF AN LLC

An LLC may be organized under this Statute for any lawful purpose. Unless otherwise provided in the articles of operation, an LLC organized and existing under this Statute has the same powers as an individual to do all things necessary and convenient to carry out its business, including but not limited to all of the following:

A. Sue and be sued, complain, and defend its name; provided that if an LLC is wholly owned by the Tribe, it shall be entitled to and shall enjoy the Tribe's sovereign immunity from suit, except as explicitly waived by Tribal Council.

B. Purchase, receive, lease, or otherwise acquire and own, hold, improve, use, and otherwise deal in or with real or personal property, or any legal or equitable interest in real or personal property, wherever situated.

C. Sell, convey, mortgage, pledge, create a security interest in, lease, exchange, or otherwise dispose of all or any part of its property, within the limitation of Section LXIX, if applicable.

D. Purchase, receive, subscribe for, or otherwise acquire and own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of and deal in and with shares or other interests in, or obligations of, any other entity.

E. Make contracts and guarantees; incur liabilities; borrow money; issue notes, bonds, and other obligations; and secure any of its obligations by mortgage or pledge of all or part of its property, franchises, and income.

F. Lend money, invest and reinvest its funds, and receive and hold real or personal property as security for repayment.

G. Conduct its business, locate offices, and exercise the powers granted by this Statute within or outside the exterior boundaries of the Reservation.

H. Be a promoter, partner, member, associate, or manager of any entity.

I. Elect or appoint managers, agents, and employees, define their duties, and fix their compensation and lend them money, services, and credit.

J. Pay pensions and establish pension plans, pension trusts, profit-sharing plans, and benefit or incentive plans for any or all of its current or former members, managers, employees, and agents.

K. Make donations to and otherwise devote its resources for the public welfare or for charitable, scientific, educational, humanitarian, philanthropic, or religious purposes.

L. Indemnify a member, manager, employee, officer or agent, or any other person.

M. Transact any lawful business that will aid governmental policy.

N. Make payments or donations, or do any other act not prohibited by law, that furthers the business of the LLC.

O. Provide benefits or payments to members, managers, employees, and agents of the LLC, and to their estates, families, dependents or beneficiaries in recognition of the past services of the members, managers, employees, and agents of the LLC.

(Source: WOS 2020-005, January 29, 2020. Section XIII)

12.414 LIMITED LIABILITY

The debts, obligations, and liabilities of an LLC, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the LLC. Except as otherwise specifically provided in this Statute, a member or manager of an LLC is not personally liable for any debt, obligation or liability of an LLC as defined in the articles of operation. No member or manager of any LLC formed under this Statute shall be liable to any creditor of the LLC by reason of his or her status as a member or manager, except insofar as said member or manager may be indebted to the LLC. The failure of an LLC to observe formalities or requirements relating to the exercise of its powers or the management of its business and affairs shall not be grounds for imposing personal liability on members or managers for obligations of the LLC.

(Source: WOS 2020-005, January 29, 2020. Section XIV)

12.415 INTERSTATE APPLICATION

An LLC may conduct its business, carry on its operations and have and exercise the powers granted by this Statute, in any sovereign Indian Tribe, any state, territory, district or possession of the United States, or in any foreign jurisdiction

(Source: WOS 2020-005, January 29, 2020. Section XV)

12.416 DEPARTMENT OF COMMERCE

The Tribe's Department of Commerce as established by the Corporations Code shall implement this Statute and amendments thereto. The Department of Commerce shall have the following powers and duties as they relate to LLCs:

A. To review and approve applications for organization and grant certificates of organization under this Statute.

B. To review and approve amended articles of organization, including articles of operation,

and issue certificates of amendment.

C. To review and approve proposed articles of dissolution and to dissolve LLCs administratively.

D. To review and approve proposed articles of merger and to merge LLCs administratively.

E. To accept for filing other notices, reports and documents from LLCs.

F. To furnish, on request, copies of articles of organization, notices, reports and other non-confidential documents to the public upon the payment of reasonable fees.

G. To issue requests for filings from LLCs in accordance with the provisions of this Statute.

H. To participate in actions in Tribal Court or any other court of competent jurisdiction for the enforcement of any provision of this Statute.

I. To promulgate regulations and/or policies through the Executive Branch to implement this Statute.

J. Upon Tribal Council approval, to enter into agreements or contracts with other Indian tribes, businesses, or other entities to implement this Statute.

K. To establish an escrow account for deposit of any assets of a dissolved LLC that should be transferred to an individual in accordance with Section LXII.

(Source: WOS 2020-005, January 29, 2020. Section XVI)

12.417 REPORTING REQUIREMENTS

The Department of Commerce may deliver to an LLC requests to inspect documents as may be reasonably necessary or proper to enable the Department to ascertain whether such LLC is complying with the provisions of this Statute. Such requests for inspection shall be answered within thirty (30) days after mailing, and the answers shall be full and complete and shall be

notarized.

(Source: WOS 2020-005, January 29, 2020. Section XVII)

12.418 REGISTERED AGENT

A. From the time of filing, each LLC shall continuously maintain a registered agent. An LLCs registered agent is the company's agent for service of process, notice or demand required or permitted by applicable law to be served on the LLC. A registered agent may be either a natural person or another entity authorized to transact business within the Tribe's jurisdiction.

B. The name and address of the registered agent shall appear in the articles of organization of the LLC. The address of the registered agent may, but need not, be the same as any of its places of business. The agent may be the person then serving in a designated office of the Tribe rather than a specified person if the Tribe is a member in the LLC.

C. An LLC may change the name or address of its registered agent, or both, by amending articles of organization or noting the change in articles of merger. The registered agent of an LLC may resign as registered agent by delivering to the Tribe's Department of Commerce for filing a written statement of resignation, which becomes effective upon the appointment by the LLC of another registered agent or thirty (30) days after the statement is filed, whichever is sooner.

D. In the event that the LLC fails to notify the Department of Commerce of any change in the name or address of its registered agent, the LLC shall be deemed to consent to the appointment of the Department of Commerce as its agent for service of process until such time as it files notice of a change with the Department of Commerce. Service upon the Department of Commerce shall be deemed to be service on such LLC within ten (10) days thereof, provided that the Department of Commerce shall give notice of such service to any member or manager of the LLC at the most recent address noted in the DOC's files.

(Source: WOS 2020-005, January 29, 2020. Section XVIII)

12.419 NAME

A. The name of an LLC as set forth in its articles of organization must contain the words "limited liability company" or end with the abbreviation "L.L.C." or "LLC".

B. The name of an LLC may not contain language stating or implying that it is organized for any purpose other than that permitted under this Statute.

C. The name of an LLC shall be distinguishable from any LLC or entity previously organized under the laws of the Tribe, including this Statute and the Corporations Code.

D. Any LLC that is not authorized by Tribal Council or wholly owned and operated by the Tribe may not use any name nor make any representation that implies that it is a subdivision or enterprise of the Tribe.

(Source: WOS 2020-005, January 29, 2020. Section XIX)

12.420 FEES

Fees shall be set per Regulations approved by Tribal Council, and a published schedule of fees shall be available upon request through the Department of Commerce, for:

A. Filing an application to organize an LLC;

B. Filing articles of operation;

C. Filing an application to reserve a name;

D. Filing a certificate of assumed name or certificate of termination of assumed name;

E. Filing an application for an amendment to the articles of organization or operation;

F. Filing a statement of change of name or address of registered agent;

G. Filing any other statement or report of an LLC, including a certificate of merger or dissolution;

H. Furnishing a certified copy of any document, instrument report, or other paper related to the LLC;

I. Furnishing a certificate as to the status of an LLC or as to the existence or non-existence of facts relating to the LLC;

J. Furnishing copies to any person or group;

K. Furnishing a certificate of organization in accordance with this Statute; and

L. Expediting filing.

(Source: WOS 2020-005, January, 29, 2020, Section XX)

12.421 EXECUTION OF DOCUMENTS

A. Except as otherwise provided in this Statute, any document required or permitted by this Statute to be delivered for filing to the Department of Commerce shall be executed by any of the following:

1. Any manager, if management of the LLC is vested in a manager or managers, or by a member, if management of the LLC is reserved to the members; provided, documents executed by the Tribe as member must be approved by Tribal Council.

2. All organizers of the LLC if the LLC has not been organized. Name and address of each organizer shall be provided.

3. An authorized agent of the LLC.

B. The person executing the document shall sign it and state beneath or opposite the signature the person's name and capacity in which the person signs.

C. The document shall be accompanied by fees and other documents required by law.

D. The person executing the document may do so as an attorney-in-fact. Powers of attorney relating to the executing of the document must be shown to and filed with the Department of Commerce.

E. Any document accepted by the Department of Commerce shall be effective at the time of receipt unless a delayed effective date and/or time not more than ninety (90) days after receipt by the Department of Commerce is specified in the document.

(Source: WOS 2020-005, January 29, 2020, Section XXI)

12.422 FILING ARTICLES OF ORGANIZATION

A. Duplicate originals of the articles of organization shall be delivered to the Department of Commerce.

B. If the Department of Commerce finds that the articles of organization substantially meet the requirements of this Statute, the Department of Commerce shall, when all fees have been paid in accordance with this Statute and the applicable Regulations approved by Tribal Council:

1. Stamp or otherwise endorse the date and time of receipt of the original, the duplicate copy, and, upon request, any additional copy received.

2. File one of such originals.

3. Issue a certificate of organization to which the other original shall be affixed, which shall be returned to the person tendering the articles of organization.

C. If the Department of Commerce refuses to file a request, the Department of Commerce shall return it to the person tendering the document for filing within five (5) business days after the date on which the document is received by the Department of Commerce for filing, together with a brief written explanation of the reason for refusal.

(Source: WOS 2020-005, January 29, 2020, Section XXII)

12.423 ARTICLES OF ORGANIZATION

A. One or more persons may organize an LLC by signing and delivering articles of organization to the Department of Commerce for filing. The organizer(s) need not be members of the LLC at the time of organization or thereafter.

B. The articles of organization shall contain all of and only the following information:

1. A statement that the LLC is organized under this Statute.

2. A name for the LLC that satisfies the provisions of this Statute.

3. The period of duration, which may be perpetual or for a stated term of years.

4. The purpose or purposes for which the LLC is formed which may be stated to be, or include, the transaction of any or all lawful business for which LLCs may be organized under this Statute.

5. The name and address of the registered agent and the address of its principal office.

6. If management of the LLC is vested in one or more managers, a statement to that effect.

7. The name and address of each person organizing the LLC.

8. A list of members. An LLC shall have one or more members.

9. Whether or not the LLC is wholly owned by the Tribe.

10. If wholly owned by the Tribe, whether the LLC is to enjoy the Tribe's sovereign immunity and the scope of any waiver of that immunity; provided that the Tribal

Council is the only entity authorized to make any such waiver.

C. The Department of Commerce shall assign each article of organization an identification number.

D. An LLC may amend its articles of organization at any time by delivering an amendment, with filing fee, to the Department of Commerce.

(Source: WOS 2020-005, January 29, 2020, Section XXIII)

12.424 ARTICLES OF OPERATION

In addition, the articles of organization may also contain articles of operation, not inconsistent with Tribal law, regarding:

A. The direction of the management of the business and the regulation of the affairs of the LLC.

B. The definition, limitation, and regulation of the powers of the LLC, the members or managers.

C. Any other provision that this Statute requires or permits to be set forth.

D. An LLC may amend its articles of operation at any time by delivering an amendment, with filing fee, to the Department of Commerce.

E. If there is a conflict between the articles of organization and articles of operation, the articles of organization shall control.

(Source: WOS 2020-005, January 29, 2020, Section XXIV)

12.425 CERTIFICATE OF ORGANIZATION

Upon filing the articles of organization, unless a delayed effective date is stated in the

documents, the LLC is formed and the certificate of organization shall be conclusive evidence that all conditions precedent required to be performed by the organizers have been complied with and that the LLC has been organized and formed under this Statute, except in a proceeding against the Tribe to cancel or revoke the certificate of organization or for involuntary dissolution of the LLC.

(Source: WOS 2020-005, January 29, 2020, Section XXV)

12.426 CERTIFICATE OF GOOD STANDING

A. Any person may obtain from the Department of Commerce, upon request, a certificate of status for either a domestic or a foreign LLC.

B. A certificate of good standing shall be issued on the following conditions:

1. The LLC has been validly authorized to transact business within the jurisdiction of the Tribe.

2. The LLC is validly in existence under the laws of the Tribe, including this Statute.

3. The LLC has complied with all requests for filings from the Department of Commerce.

C. An LLC that is not in good standing remains in existence and may continue to transact business in the jurisdiction of the Tribe.

(Source: WOS 2020-005, January 29, 2020, Section XXVI)

12.427 MANAGEMENT

A. Unless the articles of organization vest management in one or more managers, management of the LLC shall be vested in the members subject to any provision in articles of operation or this Statute restricting or enlarging the management rights and duties of any

member or group of members.

B. If the articles of organization vest management in one or more managers, management of the business or affairs of the LLC shall be vested in the manager or managers subject to any provisions in the articles of operation or this Statute restricting or enlarging the management rights and duties of any manager or group of managers. Unless otherwise provided in articles of operation, the manager or managers:

1. Shall be designated, appointed, elected, removed, or replaced by a vote of a majority in interest of the members. The members may remove a manager for cause only at a meeting called expressly for that purpose, and that manager shall have reasonable advance notice of the allegations against him or her and an opportunity to be heard.

2. Need not be members of the LLC nor natural persons.

3. Unless earlier removed or earlier resigned, shall hold office until a successor is elected and qualified.

(Source: WOS 2020-005, January 29,2020, Section XXVII)

12.428 DUTIES

Unless otherwise provided in articles of operation:

A. No member or manager shall act or fail to act in a manner that constitutes any of the following:

1. A willful failure to deal fairly with the LLC or its members in connection with a matter in which the member or manager has a material conflict of interest.

2. A violation of criminal law, unless the member or manager had reasonable cause to believe that the person's conduct was lawful or no reasonable cause to believe that the conduct was unlawful.

3. A transaction from which the member or manager derived an improper personal profit.

4. Willful misconduct, gross misconduct or malice.

B. A manager may rely on information, opinions, reports, or statements including, but not limited to, financial statements or other financial data, if prepared or presented by a person whom the manager reasonably believes to be competent in the matter presented. A manager is not entitled to rely on the information described above if he or she has knowledge concerning the matter in question that makes reliance otherwise unwarranted.

C. Every member and manager shall account to the LLC and hold as trustee for it any profit derived by that member or manager without the consent of a majority of the disinterested members or managers, or other persons participating in the management of the LLC, from any of the following:

1. A transaction connected with the organization, conduct, or winding up of the LLC.

2. An improper use by a member or manager of the property of an LLC, including confidential or proprietary information or other matters entrusted to the person as a result of the person's status as member or manager.

D. A manager is not liable for an action taken as a manager or the failure to act if he or she performs the duties of his or her office in compliance with this section provided, articles of operation may impose duties on its members and managers that are in addition to, but not in abrogation of, those provided in paragraphs A and B, above.

E. Any action against a member or manager for failure to perform duties in accordance with this Statute shall be commenced within three (3) years after the cause of action has accrued or within two (2) years after the cause of action is discovered or should reasonably have been discovered, whichever occurs first.

(Source: WOS 2020-005, January 29, 2020, Section XXVIII)

12.429 AGENCY POWER OF MEMBERS AND MANAGERS

A. If the articles of operation delegate management of the LLC as vested in the members, the following shall apply:

1. Each member is an agent of the LLC for the purpose of its business, but not an agent of any of the other members of the LLC.

2. The act of any member, including the execution in the name of the LLC of any instrument for apparently carrying on in the ordinary course of business of the LLC, binds the LLC in the particular matter, unless the person with whom the member is dealing has knowledge that the member has no authority to act in this matter.

3. If the Tribe is a member, the Tribe's authority shall be exercised only by approval of Tribal Council.

B. If the articles of organization delegate management of the LLC as vested in one or more managers the following shall apply:

1. The articles of organization shall serve as notice to third parties that managers have agency authority and not the members of the LLC.

2. No member, solely by being a member, is an agent of the LLC, nor are they an agent of any of the other members.

3. Each manager is an agent of the LLC for the purpose of its business, but in not an agent of any of the other members. The act of any manager, including the execution in the name of the LLC of any instrument for apparently carrying on in the ordinary course of business of the LLC, binds the LLC unless the manager has, in fact, no authority to act for the LLC in the particular matter, and the person with whom the manager is dealing has knowledge that the manager has no authority to act in the matter.

C. No act of a member or, if management of the LLC is vested in one or more managers, of a manager that is not apparently for the carrying on in the ordinary course of business of the LLC shall bind the LLC unless in fact authorized at the time of the transaction or at any other time.

(Source: WOS 2020-005, January 29, 2020, Section XXIX)

12.430 ADMISSION OR REPRESENTATION OF MEMBERS AND MANAGERS

A. Except as provided in paragraph B, below, an admission or representation made by any member concerning the business of an LLC within the scope of the member's actual authority as provided in Section XXIX, above, may be used as evidence against the LLC in any legal proceeding.

B. If management of the LLC is vested in one or more managers:

1. An admission or representation made by a manager concerning the business of an LLC within the scope of the manager's authority as provided under Section XXIX, above, may be used as evidence against the LLC in any legal proceeding.

2. The admission or representation of any member, acting solely in the member's capacity as a member, is not evidence against the LLC in any legal proceeding.

(Source: WOS 2020-005, January 29, 2020, Section XXX)

12.431 KNOWLEDGE OF OR NOTICE TO MEMBER OR MANAGER

A. Except as provided in paragraph B, below, notice to any member of any matter relating to the business of an LLC, and the knowledge of a member acting in the particular matter, acquired while a member or known by the person at the time of becoming a member, and the knowledge of any member who reasonably could and should have communicated it to the acting member, operate as notice to or knowledge of the LLC.

B. If management of the LLC is vested in one or more managers:

1. Notice to any manager of any matter relating to the business of the LLC, and the knowledge of the manager acting in the particular matter acquired while a manager or known by the person at the time of becoming a manager and the knowledge of any other manager who reasonably could and should have communicated it to the acting manager, operate as notice to or knowledge of the LLC.

2. Notice to or knowledge of any member while the member is acting solely in the capacity of a member is not notice to or knowledge of the LLC.

(Source: WOS 2020-005, January 29, 2020, Section XXXI)

12.432 PARTIES TO ACTION

A member of an LLC is not a proper party to a proceeding by or against an LLC solely by reason of being a member of the LLC, except if any of the following exist:

A. The object of the proceeding is to enforce a member's right against or liability to the LLC.

B. The action is brought by a member under Section XXXIII, below (Authority to Sue).

(Source: WOS 2020-005, January 29, 2020, Section XXXII)

12.433 AUTHORITY TO SUE

Unless otherwise provided in articles of operation an action on behalf of an LLC may be brought in the name of the LLC by:

A. One or more members of the LLC, if authorized by a majority in interest of members, excluding the vote of any member who has an interest in the outcome of the action that is averse to the interest of the LLC.

B. One or more managers of an LLC if the management of the LLC is vested in one or

more managers, or if the managers are authorized to sue by a majority in interest of members.

(Source: WOS 2020-005, January 29, 2020, Section XXXIII)

12.434 LIMITATION OF LIABILITY AND INDEMNIFICATION

In this Section, "expenses" means expenses of defending a lawsuit, including attorney's fees, and any civil judgment or penalty, or settlement payment in lieu thereof, paid in connection with a lawsuit against a member or manager in such capacity.

A. An LLC shall indemnify or allow expenses to each member and each manager for all reasonable expenses incurred with respect to a proceeding if that member or manager was a party to the proceeding in the capacity of a member or manager under Section XXXIII, (Authority to Sue); provided that articles of operation may alter or provide additional rights to indemnification or allowance of expenses to members and managers.

B. Notwithstanding paragraph A, above, an LLC may not indemnify a member or manager unless it is determined that the member or manager did not breach or fail to perform a duty to the LLC; unless otherwise provided in articles of operation:

> **1.** A member or manager shall be conclusively presumed not to have breached or failed to perform a duty to the LLC to the extent that the member or manager has been successful on the merits or otherwise in the defense of the proceeding.
>
> **2.** In situations not described in paragraph 1, above, the determination of whether member or manager has breached or failed to perform a duty to the LLC shall be made by the vote of a majority in interest of the members, excluding any member who is a party to the same or related proceeding or who has a conflict of interest unless all members are parties.

(Source: WOS 2020-005, January 29, 2020, Section XXXIV)

12.435 ADMISSION OF MEMBERS

A. In connection with the formation of an LLC, a person acquiring an LLC interest is admitted

as a member upon formation unless the articles of operation otherwise provides.

B. After the formation of an LLC, a person acquiring an LLC interest is admitted as a member of the LLC as specified in the articles of operation or, if not so specified, by unanimous consent of the members.

(Source: WOS 2020-005, January 29, 2020, Section XXXV)

12.436 VOTING

A. Unless otherwise provided in articles of operation or this Section, and subject to paragraph B, below, an affirmative vote, approval, or consent as follows shall be required to decide any matter connected with the business of an LLC:

1. If management of an LLC is reserved to the members, an affirmative vote, approval, or consent by majority in interest of members.

2. If the management of an LLC is vested in one or more managers, the affirmative, vote, consent, or approval of more than fifty percent (50%) of the managers.

B. Unless otherwise provided in articles of operation or this Statute, the affirmative vote, approval, or consent of all disinterested members shall be required to do any of the following:

1. Amend the articles of organization.

2. Issue an interest in an LLC to any person.

3. Adopt, amend, or revoke articles of operation.

4. Allow an LLC to accept any additional contribution from a member.

5. Allow a partial redemption of an interest in an LLC under Section XLV (Distribution Upon Dissociation).

6. Value contributions of members under Section XXXIX (Contributions).

7. Authorize a manager, member, or other person to do any act on behalf of the LLC that contravenes the articles of operation.

C. Unless otherwise provided in articles of operation, if any member is precluded from voting with respect to a given matter, the value of the contribution represented by the interest in the LLC with respect to which the member would otherwise have been entitled to vote shall be excluded from the total contributions made to the LLC for purposes of determining the fifty percent (50%) threshold under Section VII (M), for that matter.

D. Unless otherwise provided in articles of operation or this Section, if all or part of an interest in the LLC is assigned under Section L, the assigning member shall be considered the owner of the assigned interest for purposes of determining the 50% threshold under Section VII (M) until the assignee of the interest in the LLC becomes a member under Section LV (Right of Assignee to Become a Member).

(Source: WOS 2020-005, January 29, 2020, Section XXXVI)

12.437 RECORDS AND INFORMATION

A. An LLC shall keep at its principal place of business all of the following:

1. A list, in alphabetical order, of each past and present member and, if applicable, manager(s).

2. A copy of the articles of organization and all amendments to the articles, including articles of operation, together with executed copies of any powers of attorney under which any articles were executed.

3. A record of all matters referred to in this Statute as maintained in such records which are not otherwise specified in the articles of operation.

4. Copies of federal, state, and local tax returns and reports, if any, for the three (3)

most recent years.

5. Copies of any financial statements of the LLC for the three (3) most recent years.

6. Copies of records that would enable a member to determine the member's relative shares of the LLCs distributions and the member's relative voting rights.

B. Upon reasonable request, a member may, at the member's own expense, inspect and copy during ordinary business hours any LLC record unless otherwise provided in articles of operation.

C. Members or, if the management of the LLC is vested in one or more managers, managers shall provide true and full information of all things affecting the members to any member or to the legal representative of any member upon reasonable request of the member or the legal representative.

D. Failure of an LLC to keep or maintain any of the records of information required under this Section shall not be grounds for imposing personal liability on any manager or member for the debts and obligations of the LLC.

(Source: WOS 2020-005, January 29, 2020, Section XXXVII)

12.438 DISSOCIATION OF MEMBERS

A. A person ceases to be a member of an LLC upon the occurrence of and at the same as any of the following events:

1. The member withdraws by voluntary act. See C, below.

2. The member is removed as a member in accordance with articles of operation or this Statute.

3. Unless otherwise provided in articles of organization/operation or by the written consent of all members at the time of the event, the member does any of the following:

a. Makes an assignment for the benefit of the creditors.

b. Files a voluntary petition in bankruptcy.

c. Becomes the subject of an order for relief under the federal bankruptcy laws or state or Tribal insolvency laws.

d. Fails to gain dismissal of any federal bankruptcy or state or tribal insolvency proceeding within 120 days of commencement of an involuntary proceeding.

4. Unless provided in articles of operation or by the written consent of all members, if the member is a natural person:

a. The member's death.

b. The entry of an order by a court of competent jurisdiction adjudicating the member incompetent to manage the member's person or estate.

5. Unless otherwise provided in articles of operation or by the written consent of all members at the time, if the member is a trust, corporation, partnership, or LLC upon liquidation, dissolution, or termination.

B. The members may provide in the articles of operation for other events the occurrence of which result in a person ceasing to be a member of the LLC.

C. Unless articles of operation provide that a member does not have the power to withdraw by voluntary act from an LLC, the member may do so at any time by giving written notice to the other members or as provided in articles of operation. If the member has the power to withdraw but the withdrawal is in breach of the articles of operation, the LLC may offset the damages against the amount otherwise distributable to the member, in addition to pursuing any remedies provided for in articles of operation or otherwise available under applicable law.

(Source: WOS 2020-005, January 29, 2020, Section XXXVIII)

12.439 CONTRIBUTIONS

A. A member's contributions to an LLC may consist of cash, property, or services rendered, or promissory notes, contracts for services to be performed or other written obligations to provide cash or property or to perform services.

B. The value of a member's contribution shall be determined in the manner provided in articles of operation. If the articles of operation do not fix a value to a contribution, the value of a contribution shall be approved by a majority in interest of the members, shall be properly reflected in the records and information kept by the LLC. The value of contributions so determined shall be binding and conclusive on the LLC and its members.

(Source: WOS 2020-005, January 29, 2020, Section XXXIX)

12.440 LIABILITY FOR CONTRIBUTION

A. An obligation of a member to provide cash or property or to perform services as a contribution to an LLC is not enforceable unless specified in a writing signed by the member.

B. Unless otherwise provided in articles of operation, a member is obligated to an LLC to perform any enforceable promise to provide cash or property or to perform services, even if the member is unable to perform because of death, disability, or any other reason. If a member does not provide cash, property, or services as promised, the member is obligated at the option of the LLC to provide cash equal to that portion of the value of the stated contribution that has not been fulfilled. This is in addition to any other rights that the LLC may have under the operating agreement or applicable law.

C. Unless otherwise provided in articles of operation, a member's obligation to provide cash or property or perform services as a contribution to the LLC may be compromised only by the written consent of all of the members. Notwithstanding a compromise, a creditor who acts in reliance on the member's obligation after the member signs an obligation and before the

amendment of the writing to reflect the compromise, may enforce the original obligation.

(Source: WOS 2020-005, January 29, 2020, Section XL)

12.441 ALLOCATION OF PROFITS AND LOSSES

The profits and losses of an LLC shall be allocated among the members in the manner provided in articles of operation. If the members do not enter into articles of operation or the articles of operation do not so provide, profits and losses shall be allocated on the basis of value of the contributions made by each member.

(Source: WOS 2020-005, January 29, 2020, Section XLI)

12.442 INTERIM DISTRIBUTIONS

Except as provided in this Statute, a member is entitled to receive distributions from an LLC before the member's dissociation from the LLC and before its dissolution and winding up to the extent and at the times or upon the events specified in articles of organization, or to the extent and at the times determined by the members or managers.

(Source: WOS 2020-005, January 29, 2020, Section XLII)

12.443 ALLOCATION OF DISTRIBUTIONS

Distributions of cash or other assets of an LLC shall be allocated among the members as provided in articles of operation, or if articles of operation do not provide, on the basis of the value of the contributions made by each member.

(Source: WOS 2020-005, January 29, 2020, Section XLIII)

12.444 DISTRIBUTION UPON PARTIAL REDEMPTION

Except as provided in this Statute, upon the distribution in partial liquidation of a member's interest, the redeeming member is entitled to receive the amount to which the member is entitled

under articles of operation and, if not otherwise provided in articles of operation, the fair value of the redeemed interest based on the member's right to share in distributions from the LLC.

(Source: WOS 2020-005, January 29, 2020, Section XLIV)

12.445 DISTRIBUTION UPON DISSOCIATION

Except as otherwise provided in this Statute, upon an event of dissociation under Section XXXVIII (Dissociation of Members) that does not cause dissolution of the LLC, a dissociating member is entitled to receive any distribution to which the member is entitled under articles of operation and, if not otherwise provided in articles of operation, the fair value of the member's interest in the LLC based on the member's rights to share in distributions from the LLC.

(Source: WOS 2020-005, January 29, 2020, Section XLV)

12.446 DISTRIBUTION IN KIND

Unless otherwise provided in the articles of operation:

A. A member may not demand and receive any distribution from an LLC in any form other than cash.

B. A member may not be compelled to accept a distribution of any asset in kind except for a liquidating distribution made proportionately.

(Source: WOS 2020-005, January 29, 2020, Section XLVI)

12.447 RIGHT TO DISTRIBUTION

At the time that a member becomes entitled to receive a distribution from an LLC, the member has the status of and is entitled to all remedies available to a creditor of the LLC with respect to the distribution.

(Source: WOS 2020-005, January 29, 2020, Section XLVII)

12.448 LIMITATIONS OF DISTRIBUTIONS

A. An LLC may not declare or make a distribution to any of its members, if after giving effect to the distribution, any of the following would occur:

1. The LLC would be unable to pay its debts as they become due in the usual course of business.

2. The fair market value of the LLCs total assets would be less than the sum of its total liabilities plus, unless articles of operation provides otherwise, the amount that would be needed for the preferential rights upon dissolution of members, if any.

B. An LLC may base a determination that a distribution is not prohibited by paragraph A, above, on any of the following:

1. Financial statements and other financial data prepared on the basis of accounting practices and principles that are reasonable under the circumstances.

2. A fair market valuation or other method that is reasonable under the circumstances.

C. An LLCs indebtedness to a member incurred by reason of a distribution made in accordance with this section is at parity with the LLCs indebtedness to its general unsecured creditors, except to the extent subordinated by written agreement. This Section does not affect the validity or priority of a security interest in an LLCs property that is created to secure the indebtedness to the member.

(Source: WOS 2020-005, January 29, 2020, Section XLVIII)

12.449 LIABILITY FOR WRONGFUL DISTRIBUTION

A. Except as provided in paragraph B, below, a manager who votes or assents to a

distribution in violation of Section XLVIII (Limitations of Distributions) or of articles of operation is personally liable, jointly and severally, to the LLC for the amount of the excess distribution, subject to contribution from all other managers or members participating in such action. A member or manager is presumed to have assented to a distribution unless he or she files a written dissent with the LLC.

B. A member who accepts or receives a distribution with knowledge that it is in violation of Section XLVIII (Limitations of Distributions) or of articles of operation is liable to the LLC for the amount that exceeds the member's share that could have been distributed without violating Section XLVIII (Limitations of Distributions) or of articles of operation.

C. A proceeding under this Section is barred unless it is brought within two (2) years after the date on which the effect of the distribution was measured under Section XLII (Interim Distributions).

(Source: WOS 2020-005, January 29, 2020, Section XLIX)

12.450 OWNERSHIP OF LLC PROPERTY

A. All property originally transferred to or acquired by an LLC is property of the LLC and not the members individually.

B. Property acquired with LLC funds is presumed to be LLC property.

C. Property may be acquired, held, and conveyed in the name of the LLC.

(Source: WOS 2020-005, January 29, 2020, Section L)

12.451 TRANSFER OF PROPERTY

The property of an LLC may be transferred by an instrument of transfer executed by any member in the name of the LLC, unless management is vested in managers, in which case the document of transfer shall be executed by a manager, subject to any limitation that may be imposed by the articles of operation.

(Source: WOS 2020-005, January 29, 2020, Section LI)

12.452 NATURE OF INTEREST

An LLC interest is personal property.

(Source: WOS 2020-005, January 29, 2020, Section LII)

12.453 ASSIGNMENT OF LLC INTEREST

A. Unless otherwise provided in articles of operation:

1. An LLC interest is assignable in whole or in part.

2. An assignment of an LLC interest entitles the assignee to receive only the distributions and to share in the allocations of profits and losses to which the assignee would be entitled with respect to the assigned interest.

3. As assignment of an LLC interest does not dissolve the LLC.

4. Unless and until the assignee becomes a member of the LLC under Section LV (Right of Assignee to Become Member), the assignment of an LLC interest does not entitle the assignee to participate in the management or exercise rights of a member.

5. Unless and until the assignee of an LLC interest becomes a member of the LLC under Section LV (Right of Assignee to Become Member), the assignor continues to be a member.

6. The assignor of an LLC interest is not released from any personal liability arising under this Statute as a member of the LLC solely as a result of the assignment.

B. Unless otherwise provided in articles of operation, the granting of a security interest, lien, or other encumbrance in or against any or all of a member's LLC interest is not assignable and

shall not cause the member to cease to have the power to exercise any rights or powers of a member.

(Source: WOS 2020-005, January 29, 2020, Section LIII)

12.454 RIGHTS OF JUDGMENT CREDITOR

On application to a court of competent jurisdiction, including a court other than the Tribal Court having valid jurisdiction over the member by any judgment creditor of a member, the court may charge the LLC interest of any member other than the Tribe with payment of the unsatisfied amount of the judgment. To the extent so charged, the judgment creditor has only the rights of an assignee of the member's LLC interest. This Section does not deprive any member of the benefit of any exemption laws applicable to the LLC interest. In no event shall the Tribe's interest be attachable in abrogation of its sovereign immunity.

(Source: WOS 2020-005, January 29, 2020, Section LIV)

12.455 RIGHT OF ASSIGNEE TO BECOME MEMBER

A. Unless otherwise provided in articles of operation, an assignee of an LLC interest may become a member only if the other members unanimously consent.

B. An assignee of an LLC interest who becomes a member has, to the extent assigned, the rights and powers and is subject to the restrictions and liabilities of the assignor under articles of operation and this Statute.

C. Unless otherwise provided in articles of operation, an assignor of an LLC interest is not released from any liability to the LLC without the written consent of all the members, whether or not the assignee becomes a member.

(Source: WOS 2020-005, January 29, 2020, Section LV)

12.456 POWERS OF LEGAL REPRESENTATIVE

If a member, who is an individual dies, or a court of competent jurisdiction adjudges the member to be incompetent to manage his or her person or property, the member's personal representative, administrator, guardian, conservator, trustee, or other legal representative shall have all the rights of an assignee of the member's interest. If a member is a corporation, trust, partnership, LLC, or other entity and is dissolved or terminated, the powers of that member may be exercised by its legal representative or successor.

(Source: WOS 2020-005, January 29, 2020, Section LVI)

12.457 DISSOLUTION

An LLC is dissolved and its affairs shall be wound up upon the happening of the first of the following:

A. The occurrence of events specified in articles of operation.

B. The written consent of all members.

C. An event of dissociation of a member, unless otherwise provided in articles of operation or continuation is consented to in writing by all remaining members.

D. Entry of a decree of judicial dissolution under Section LVIII, below.

(Source: WOS 2020-005, January 29, 2020, Section LVII)

12.458 JUDICIAL DISSOLUTION

In a proceeding by or for a member, the Tribal Court may order dissolution of an LLC if any of the following is established.

A. That it is not reasonably practicable to carry on the business of the LLC.

B. That the LLC is not acting in conformity with its articles of operation.

C. That one or more managers are acting or will act in a manner that is illegal, oppressive, or fraudulent in relation to the LLC.

D. That one or more members in control of the LLC are acting or will act in a manner that is illegal, oppressive, or fraudulent in relation to the LLC.

E. That LLC assets are being misapplied or wasted.

(Source: WOS 2020-005, January 29, 2020, Section LVIII)

12.459 WINDING UP

A. A dissolved LLC continues its legal existence but may not carry on any business except that which is appropriate to wind up and liquidate its business.

B. Unless otherwise provided in articles of operation:

1. The business of the LLC may be wound up by any of the following:

a. The members or managers who have authority to manage the LLC before dissolution.

b. In a judicial dissolution, the person(s) designated by the Tribal Court.

2. The persons winding up the business of the LLC may do all of the following in the name of and on behalf of the LLC:

a. Collect its assets.

b. Prosecute and defend suits.

c. Take any action necessary to settle and close the business of the LLC.

d. Dispose of and transfer the property of the LLC.

e. Discharge or make provision for discharging the liabilities of the LLC.

f. Distribute to the members any remaining assets of the LLC.

C. Dissolution of an LLC does not do any of the following:

1. Transfer title to the LLCs property.

2. Prevent transfer of all or part of a member's interest.

3. Prevent commencement of a civil, criminal, administrative, or investigatory proceeding by or against the LLC.

4. Abate or suspend a civil, criminal, administrative, or investigatory proceeding pending by or against the LLC at the time of dissolution.

5. Terminate the authority of the registered agent of the LLC.

6. Alter the limited liability of a member.

(Source: WOS 2020-005, January 29, 2020, Section LIX)

12.460 DISTRIBUTION OF ASSETS

Upon the winding up an LLC, the assets shall be distributed in the following order:

A. To creditors, including to the extent permitted by law, members, and former members, including the Tribe, in satisfaction of liabilities of the LLC.

B. Unless otherwise provided in articles of operation, to members and former members in satisfaction of liabilities for distributions under Sections XLII (Interim Distributions), XLIV (Distribution Upon Partial Redemption), and XLV (Distribution Upon Dissociation).

C. Unless otherwise provided in articles of operation, to members and former members first for the return of their contributions in proportion to their respective values and, thereafter, in proportion to their respective rights to share in distributions from the LLC before dissolution.

(Source: WOS 2020-005, January 29, 2020, Section LX)

12.461 ARTICLES OF DISSOLUTION

After the dissolution of an LLC under Section LVII (Dissolution), the LLC must file articles of dissolution with the Department of Commerce that includes the following:

A. The name of the LLC.

B. The date of filing or delayed effective date of its articles of organization.

C. The statutory grounds under Section LVII (Dissolution) and the date authorized.

D. The delayed effective date of the articles of dissolution under Section XXII, if applicable.

(Source: WOS 2020-005, January 29, 2020, Section LXI)

12.462 KNOWN CLAIMS AGAINST DISSOLVED LLC

A. A dissolved LLC must notify its known claimants in writing of the dissolution and specify a procedure for making claims.

B. A claim against the LLC is barred if:

1. A claimant who was given written notice under paragraph A, above, does not deliver the claim, in writing, to the LLC by the deadline specified in the notice or within 90 days, whichever is longer.

2. A claimant whose claim is rejected by the LLC does not commence a proceeding

to enforce the claim within ninety (90) days after receipt of the rejection notice.

(Source: WOS 2020-005, January 29, 2020, Section LXII)

12.463 UNKNOWN OR CONTINGENT CLAIMS

A claim not barred under Section LX, above, may be enforced:

A. Against the dissolved LLC, to the extent of its undistributed assets.

B. If the dissolved LLCs assets have been distributed in liquidation, against a member of the LLC, other than the Tribe, to the extent of the member's proportionate share of the claim or of the assets of the LLC distributed to the member in liquidation, whichever is less, but a member's total liability for all claims under this Section may not exceed the total value of assets at the time distributed to the member.

(Source: WOS 2020-005, January 29, 2020, Section LXIII)

12.464 DEPOSIT WITH DEPARTMENT OF COMMERCE

Assets of a dissolved corporation that should be transferred to an individual creditor or claimant who cannot be found, is a minor, or who is not competent to receive them shall be reduced to cash and deposited into an escrow account for safekeeping established by the Department of Commerce. When the individual furnishes satisfactory proof of entitlement to the amount deposited, the Department of Commerce shall pay to the individual the amount due.

(Source: WOS 2020-005, January 29, 2020, Section LXIV)

12.465 MERGER

A. Unless the context requires otherwise, in this Statute, LLC includes a domestic LLC and a foreign LLC.

B. Unless otherwise provided in articles of operation one or more LLCs may merge with or

into one or more LLCs or one or more other foreign LLCs provided in the plan of merger.

C. Interests in an LLC that is a party to a merger may be exchanged for or converted into cash, property, obligations, or interest in the surviving LLC.

(Source: WOS 2020-005, January 29, 2020, Section LXV)

12.466 APPROVAL OF MERGER

A. Unless otherwise provided in articles of operation an LLC that is a party to a proposed merger shall approve the plan of merger by an affirmative vote of a majority in interest of members.

B. Unless otherwise provided in articles of operation the manager or managers of an LLC may not approve a merger without also obtaining the approval of the LLCs members under paragraph A, above.

C. Each foreign LLC that is a party to a proposed merger shall approve the merger in the manner and by the vote required by the laws applicable to the foreign LLC.

D. Each LLC that is a party to the merger shall have any rights to abandon the merger that is provided for in the plan of merger or in the laws applicable to the LLC.

E. Upon approval of a merger, the LLC shall notify each member of the approval and of the effective date of the merger.

(Source: WOS 2020-005, January 29, 2020, Section LXVI)

12.467 PLAN OF MERGER

Each LLC that is a party to a proposed merger shall enter into a written plan of merger to be approved under Section LXVI, above.

(Source: WOS 2020-005, January 29, 2020, Section LXVII)

12.468 ARTICLES OF MERGER

A. The surviving LLC shall deliver to the Department of Commerce articles of merger, executed by each party to the plan of merger, that include all of the following:

1. The name and state or jurisdiction of organization for each LLC that is to merge.

2. The plan of merger.

3. The name of the surviving or resulting LLC.

4. A statement as to whether the management of the surviving LLC will be reserved to its members or vested in one or more managers.

5. The delayed effective date of the merger under Section XXII if applicable.

6. A statement whether the Tribe is the sole member.

7. If the Tribe is sole member, a statement as to whether and to what extent the LLC enjoys the Tribe's sovereign immunity.

8. A statement that the plan of merger was approved under Section LXVI, above.

B. A merger takes effect upon the effective date of the articles of merger.

(Source: WOS 2020-005, January 29, 2020, Section LXVIII)

12.469 EFFECTS OF MERGER

A merger has the following effects:

A. The LLCs that are parties to the plan of merger become a single entity, which shall be the entity designated in the plan of merger as the surviving LLC.

B. Each party to the plan of merger, except the surviving LLC, ceases to exist.

C. The surviving LLC possesses all of the rights, privileges, immunities, and powers of each merged LLC and is subject to all of the restrictions, disabilities, and duties of each merged LLC.

D. All property and all debts, including contributions, and each interest belonging to or owed to each of the parties to the merger are vested in the surviving LLC without further act.

E. Title to all real estate and any interest in real estate, vested in any party to the merger, does not revert and is not in any way impaired because of the merger.

F. The surviving LLC has all the liabilities and obligations of each of the parties to the plan of merger and any claim existing or action or proceedings pending by or against any merged LLC may be prosecuted as if the merger had not taken place, or the surviving LLC may be substituted in the action.

G. The rights of creditors and any liens on the property of any party to the plan of merger survive the merger.

H. The interests in an LLC that are to be converted or exchanged into interest, cash, obligations, or other property under the terms of the plan of merger are converted and the former interest holders are entitled only to the rights provided in the plan of merger of the rights otherwise provided by law.

I. The articles of organization of the surviving LLC are amended to the extent provided in the articles of merger.

(Source: WOS 2020-005, January 29, 2020, Section LXIX)

12.470 RIGHT TO OBJECT

Unless otherwise provided in articles of operation, upon receipt of the notice required by Section XLIII (Merger), a member who did not vote in favor of the merger may, within twenty (20) days after the date of the notice, voluntarily disassociate from the LLC under Section XXXVIII (C) (Dissociation of Members) and receive fair value for the member's LLC interest under Section XLV (Distribution Upon Dissociation).

(Source: WOS 2020-005, January 29, 2020, Section LXX)

12.471 LIMITED LIABILITY COMPANIES WHOLLY OWNED BY THE TRIBE

A. Tribally owned companies are authorized to be created as limited liability companies wholly owned by the Tribe, with the Tribe as the sole owner. Tribally owned limited liability companies shall be created by a duly adopted resolution of the Tribal Council. When the organizer files the articles of organization and the operating agreement of a tribally owned LLC, a certified copy of the resolution authorizing the formation of the LLC and approving the articles shall be included. Tribally owned LLCs shall be considered to be instrumentalities of the Tribe.

B. Tribally owned subsidiary companies are authorized to be created by the Board of Directors or by action of a manager, if the tribal entity is manager managed, of a 1) tribally owned limited liability company, 2) a tribal corporation, 3) a tribal subordinate entity that is wholly-owned by the Tribe, or 4) a wholly-owned subsidiary of such a tribally owned LLC, tribal corporation, or other subordinate tribal entity. Subsidiary LLCs to be wholly owned by the parent tribally owned LLC, parent tribal corporation or other parent tribal subordinate entity or such wholly-owned subsidiaries, which shall be instrumentalities of the Tribe. The organizer of such a tribally owned subsidiary LLC shall be filed with the Tribal Department of Commerce.

C. Privileges and immunities. The limited liability companies and their agents, directors, officers, managers and employees shall be entitled to all of the privileges and immunities enjoyed by the Tribe, including but not limited to immunities from suit in federal, state and tribal courts and from federal, state, and local taxation or regulation, except to the extent such immunities are not conveyed to, or are expressly limited, under the terms of the articles of organization or operating agreement for any such LLC. Unless such actions fall under Section

LXXII (Actions Against Limited Liability Companies Wholly Owned By The Tribe).

D. Any real property must also be approved by a majority vote by referendum, or by a quorum at an annual membership meeting before it may be sold, convey, or otherwise dispose of all or any part, in accordance with the Tribal Constitution.

E. Ownership.

1. No ownership interest in any LLC in which the Tribe is an owner may be alienated unless approved by the Tribal Council. Further, no ownership interest in any tribally owned subsidiary LLC may be alienated unless approved by the Board of Directors of the parent tribally owned LLC, parent tribal corporation or other parent subordinate tribal entity, as the case may be.

2. All interests in any tribally owned LLC shall be held by and for a Tribe, or in the case of a wholly-owned subsidiary LLC, by the parent tribally owned LLC or parent tribal corporation. No individual member of the Tribe shall have any personal ownership interest in any LLC organized under this article, whether by virtue of such person's status as a Tribal Citizen, as an officer of a Tribe's government, or otherwise.

F. Project companies. Any LLC created pursuant to this article, including subsidiary LLCs, may form or own interests or shares in partnerships, corporations, or other limited liability companies with other governmental or nongovernmental entities or persons under the laws of the Tribe or any other jurisdiction ("project companies"); provided, however, that the partial ownership interest in such project companies shall not diminish or affect the privileges and immunities of the tribally owned LLCs or tribally owned subsidiary LLCs created pursuant to this article.

G. Purpose of tribally owned LLCs or subsidiary LLC. All tribally owned LLCs or subsidiary LLC, whether directly or indirectly owned, shall state in their operating agreement the purpose of the LLC or subsidiary LLC that relates to the overall needs, priorities, goals, and objectives of the Tribe's government, including how the LLC or subsidiary LLC will contribute to tribal economic policy and further the goals of self-determination and economic self-sufficiency.

H. Immunity.

1. Tribally owned limited liability companies and tribally owned subsidiary LLC may waive their Constitutional and common law immunity to suit, provided that the waiver states any dispute or cause of action shall be filed in the Tribal Court of the Little Traverse Bay Bands of Odawa Indians, including the enforcement of arbitration, when entering into contracts for up to the amount of the contract but not to exceed $750,000.00 or the amount of assets under their direct control, whichever is less.

2. Any such waiver or consent to suit in the LLCs or subsidiary LLCs articles or operating agreement shall in no way extend to any action against the Tribe, nor shall it in any way be deemed a waiver of any of the rights, privileges and immunities of the Tribe;

3. Any recovery against the LLC or subsidiary LLC shall be limited to the assets of the LLC or subsidiary LLC (or such portion of the such assets as further limited by the waiver or consent) and the Tribe shall not be liable for the payment or performance of any of the obligations of the LLC or subsidiary LLC, and no recourse shall be had against any assets or revenues of the Tribe in order to satisfy the such obligations; including assets of the Tribe leased, loaned, or assigned to the LLC or subsidiary LLC for its use, without transfer of title.

H. Existence. Unless a delayed effective date is specified:

a. The existence of a tribally owned LLC begins when the articles of organization have been approved by Tribal Council and have been filed with the Tribal Department of Commerce.

b. The existence of a subsidiary LLC owned by a tribally owned LLC or tribal corporation begins when the articles of organization have been approved by directors of the parent tribally chartered corporation, and has been filed with the Tribal Department of Commerce.

c. The existence of a tribally owned second tier subsidiary LLC owned by a

tribally owned subsidiary begins when the articles of organization have been approved by the CEO or manager of the tribally owned subsidiary or CEO of the parent tribally owned LLC and has been filed with the Tribal Department of Commerce.

I. Formation of LLCs that report to Tribal Council.

1. Tribally owned LLCs that report to directly to Tribal Council shall be formed by Tribal Resolution. The Tribal Resolution shall include the board member qualifications, and numbers.

2. Board members who meet the qualifications shall be nominated by Tribal Chair and approved by Tribal Council. If there is vacancy on a board, the Tribal Chair shall submit to Tribal Council one or more nominations within 60 days of the notice of a vacant board position. If there is more than one vacancy on a board, the Tribal Chair shall submit to Tribal Council one or more nominations within 30 days of the notice of vacancy.

3. Board members may continue to serve until either replaced or removed by Tribal Council. Board members serve at the pleasure of Tribal Council.

J. Formation of Subsidiaries LLCs.

1. Subsidiaries of tribally owned LLCs may be formed by a tribally chartered corporation, a CEO of the parent tribally owned LLC or manager of a tribally owned subsidiary LLC.

2. The qualifications, number, terms and method for selecting and removing directors, or manager of any tribally owned LLC or subsidiary LLC shall be specified in the operating agreement.

K. Additional reports and audits. Any additional audits or reports shall be included in the operating agreement, including: facility inspections, Financial, business, and planning information, periodic financial statements, including monthly or quarterly balance sheets,

profit and loss statements, and cash flow statements, proposed annual plan, proposed funding from the Tribe, or anticipated distributions to the Tribe.

(Source: WOS 2020-005, January 29, 2020, Section LXXI)

12.472 ACTIONS AGAINST LIMITED LIABILITY COMPANIES WHOLLY OWNED BY THE TRIBE

A. Court actions by the Tribe authorized. The Tribe, as owner of any tribally owned limited liability company organized pursuant to this chapter, or in the case of a subsidiary LLC created pursuant to this article, the parent tribally owned LLC or tribal corporation acting as owner, may bring a civil action against the LLC, its board of directors or its officers in the Tribal Court only pursuant to this article to:

1. Enjoin temporarily or permanently any action of the LLC that is an ultra vires act outside the authority of the LLC and one of the following:

a. Unlawful;

b. Has or could cause material harm to the assets of the LLC or the Tribe if no immediate action is taken;

c. Failure to make the require the distribution of the LLCs surplus net income, to the extent permitted by this Statute.

2. An action against an LLC pursuant to this section by the Tribe or by a parent LLC or corporation, acting as owner, shall not act as a waiver of the Tribe's, or the parent LLC or parent corporation's sovereign immunity from suit of any kind, including a countersuit by the tribally owned LLC, its board of directors or its officers.

3. In accordance with this Statute, the sovereign immunity of the LLC shall not extend to actions against the LLC by the Tribe acting as owner, or, in the case of a subsidiary LLC created pursuant to this article, by the parent LLC acting as owner.

4. Nothing contained herein shall be construed as authorizing actions of any kind whatsoever against the Tribe.

B. Tribal Council approval required. In accordance with the Tribal Constitution, the filing of any court action against a tribally owned LLC shall either be proposed by the Executive, and have Tribal Council approval; or Tribal Council may approve the filing of a without Executive concurrence by an affirmative vote of six (6) members of the Tribal Council.

C. Relief available. In any action brought under this article, the Tribal Court may, based on clear and convincing evidence set forth in its findings of fact and conclusions of law:

1. Issue a temporary restraining order, preliminary injunction, and permanent injunctive relief pursuant to the procedures and standards applicable in the Tribal Court, except that no bond need be posted for any preliminary injunctive relief; or

2. Order that funds of the LLC be distributed to the Tribe to the extent permitted by the operating agreement and this Statute.

(Source: WOS 2020-005, January 29, 2020, Section LXXII)

12.473 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2020-005, January 29, 2020, Section LXXIII)

12.474 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2020-005, January 29, 2020, Section LXXIV)

TITLE XIII. MARRIAGE AND PROBATE

Chapter 1. Marriage

Codification Note: Repeals and Replaces WOS 2007-001 and WOS 2013-003

13.101 PURPOSE

The purpose of this act is to govern the making of marriages under Tribal law and this statute shall repeal and replace WOS 2007-001 and WOS 2013-003.

(Source: WOS 2020-010, May 1, 2020, Section I)

13.102 DEFINITIONS

A. "Adult" means a person eighteen (18) years of age or older.

B. "Endorsement" means the Marriage Clerk or Deputy Marriage Clerk endorses the marriage license for a proper legal record.

C. "Jurisdiction" means *all territory within the Tribal Reservation and to any and all persons or activities therein based upon the inherent sovereign authority of the Little Traverse Bay Bands of Odawa Indians and Federal law. (Little Traverse Bay Bands of Odawa Indians Constitution, Article IV (B)).*

D. "LTBB" or "Tribe" means the Little Traverse Bay Bands of Odawa Indians.

E. "Marriage" means the legal and voluntary union of two persons to the exclusion of all others.

F. "Marriage Clerk" means a person(s) who issues Marriage commissions and endorses Marriage Certificate on behalf of the Little Traverse Bay Bands of Odawa Indians and is responsible for filing and maintaining records under this Statute, including Deputy Marriage

Clerk(s).

G. "Marriage Commissioner" means a person who has been issued a Marriage commission by the Little Traverse Bay Bands of Odawa Indians.

H. "Tribal Citizen" means an enrolled member of Little Traverse Bay Bands of Odawa Indians.

I. "Tribal Court" means the Tribal Court of the Little Traverse Bay Bands of Odawa Indians as defined in the LTBB Constitution.

(Source: WOS 2020-010, May 1, 2020, Section II)

13.103 MARRIAGE AND THE CAPACITY TO MARRY

A. Marriage as a civil contract. To be valid, and for purposes of this law, marriage is a civil contract, to which the consent of parties capable of making it is necessary. Consent alone will not constitute a marriage. A marriage relies upon the issuance of a license, a ceremony solemnizing the marriage, and the endorsement of the marriage certificate.

B. Capacity to consent. A person seeking to be married must fulfill each of the following requirements:

1. Freely consent to the marriage and have the mental capacity to marry;

2. Be at least eighteen (18) years of age or older as evidenced by a birth certificate, driver's license, passport, Tribal Enrollment card or other identification documents, be at least sixteen (16) years of age as evidenced by a birth certificate, driver's license, passport, Tribal Enrollment card or other identification documents and with the consent of a parent or legal guardian, which consent must be notarized, or has been emancipated by a court of competent jurisdiction;

3. Not have an existing spouse;

4. Not be blood relatives to each other in any of the following degrees:

a. Parent and child;

b. Grandparent and grandchild;

c. Brother and sister, or half-brother and half-sister;

d. Uncle and niece, or aunt and nephew; or

e. Cousins in the first degree.

(Source: WOS 2020-010, May 1, 2020, Section III)

13.104 MARRIAGE LICENSES

A. Application for Marriage License. All persons wishing to be married in accordance with this act shall obtain a marriage license from a Marriage Clerk or a Marriage Commissioner. The application to obtain a marriage license shall be in the form of an affidavit and shall contain the following information for each person:

1. Full legal name, including last name before first marriage, if previously married;

2. Home mailing and street address,

3. Age;

4. Sex;

5. Social Security Number;

6. LTBB Tribal affiliation, if applicable;

7. Present age and date and place of birth;

8. If either party was previously married number of times;

9. The names of each person's parents and the place of birth for each parent, if known. For each person's mother, the mother's name before first marriage shall be

identified, if known;

10. If either person is a minor, the name and address of the parents, adoptive parent, or guardian of each party; or if emancipated, certified copies of papers granting emancipation;

11. A statement of consent to the civil jurisdiction of the Tribe; and

12. A statement that says "I, we, intend to marry and that this affidavit is made for the purpose of obtaining a marriage license; that each of the above-named persons is not related to the other within the degree prohibited by the WOS _____ Marriage Statute and is of sufficient mental capacity to contract marriage; that said persons are acquainted with the laws of the Little Traverse Bay Bands of Odawa Indians relative to marriage; that there is no legal impediment to said marriage; and that to the best of knowledge and belief of the undersigned all of the foregoing statements are true".

B. Authority of Marriage Clerk to issue marriage licenses.

1. A Marriage Clerk or Marriage Commissioner shall have the power to issue a marriage license.

2. A Marriage Clerk or Marriage Commissioner shall issue a marriage license upon validation of the following:

a. a properly-completed affidavit for a marriage license;

b. payment of a reasonable license and processing fee; and

c. A statement of consent to the civil jurisdiction of the Tribe.

C. Validity of License. A marriage license shall be valid for thirty (30) days from the date of issuance.

(Source: WOS 2020-010, May 1, 2020, Section IV)

13.105 SOLEMNIZATION OF MARRIAGE

A. Qualification to perform marriages.

1. The following persons shall be qualified to perform marriages under this Statute:

a. A medicine person or traditional spiritual leader;

b. Clergymen duly designated by the governing body of his or her faith as having the authority to perform marriages;

c. A Tribal Court Judge of the Tribal Court or Justice of the Tribal Court of Appeals;

d. The Tribal Chairperson;

e. A Tribal Judge of a Court of another federally recognized Tribe who is authorized by Tribal law to perform marriages;

f. A Tribal Notary; and

g. Any person who is deemed qualified by the persons being married.

B. Permissible location. A marriage performed in accordance with this act shall be solemnized within the jurisdiction of the Tribe.

C. Examination of marriage license. Prior to the marriage ceremony, the person performing the ceremony shall review the marriage license and determine that the persons seeking to be married are the persons named on the license. For that purpose, the person performing the ceremony may administer oaths and examine the identification of the persons seeking to be married.

D. Marriage ceremony. A marriage ceremony performed under this act need not take any

particular form, but the persons seeking to be married must declare in the presence of the person performing the ceremony, and in the presence of two adult witnesses, that they receive each other as spouses. After the ceremony, the person who performed the marriage ceremony shall sign the marriage license with a statement that shall include their name, address, and if applicable title; date and place of the ceremony; and the names of two witnesses. The two witnesses shall also print and sign the marriage license.

(Source: WOS 2020-010, May 1, 2020, Section V)

13.106 PROCEDURE FOR RECOGNITION OF MARRIAGES AFTER SOLEMNIZATION

A. Return of fully-executed marriage license to the Marriage Clerk. Following the marriage ceremony, the marriage affidavit, and the fully executed marriage license shall be returned to the Marriage Clerk within seven (7) days for endorsement.

B. Endorsement of marriage license by Marriage Clerk. The Marriage Clerk must endorse upon each copy its date of receipt.

C. Marriage Clerk issuance of marriage certificate. Upon receipt of a fully-executed marriage license and the original marriage license affidavit, the Marriage Clerk must examine the affidavit , the license, and the signatures of the witnesses and the person performing the marriage to ensure that the information appearing is complete and that the marriage was performed in accordance with the provisions of the license. Upon a determination that the affidavit, the license, and the signatures are in proper form, and that there has been compliance with the terms of the license, the Marriage Clerk shall endorse its certification upon the license, and deliver a copy of the marriage license to the persons for whom it was issued. The endorsement must be completed to ensure a proper legal record of marriage.

D. Storage of marriage records. The Marriage Clerk shall file the certified marriage license of marriage together with the application and affidavit for marriage license with the permanent records of the Tribe.

E. Obtaining certified copies of marriage certificate. Should the parties to any marriage performed under the auspices of these provisions desire that a marriage certificate be filed or recorded in another jurisdiction, they may obtain certified copies from the Marriage Clerk at a fee not to exceed $25.00.

(Source: WOS 2020-010, May 1, 2020, Section VI)

13.107 MARRIAGE COMMISSIONER

A. Qualifications. The Marriage Clerk shall issue a Marriage commission to any qualified person who submits an application in accordance with this Statute. The Marriage Clerk may charge a reasonable application fee. A person qualified for a Marriage commission shall be:

1. A citizen of the Little Traverse Bay Bands of Odawa Indians;

2. Is a registered Tribal Notary of the Little Traverse Bay Bands of Odawa Indians;

3. Has legal residency in the United States;

B. Application Materials. Every application for a Marriage commission shall be made on forms determined by the Marriage Clerk that shall include:

1. The applicant's name as it appears on their Notary Commission;

2. The applicant's residence address and telephone number;

3. A declaration that the applicant is a citizen of the Little Traverse Bay Bands of Odawa Indians and documentation of proof;

4. A declaration that the applicant is a citizen of the United States or proof of the applicant's legal residency in this country;

5. Documentation that the person is a registered Tribal Notary of the Little Traverse Bay Bands of Odawa Indians;

6. An application fee;

7. Such other information as the Marriage Clerk may deem appropriate.

8. A statement that says "I certify, with my signature below, that I have read the Marriage Statue and understand the required marriage license process".

C. Application Denial. The Marriage Clerk shall deny an application based on any of the following:

1. Submission of an official application containing material misstatement or omission of fact;

2. Revocation or suspension of their Little Traverse Bay Bands of Odawa Indians Tribal Notary status.

D. Application Appeal. Denial of an application may be appealed by filing in proper form with the Tribal Court within thirty (30) days after denial, except that an applicant may not appeal when the Marriage Clerk within 5 years prior to the application has:

1. Denied or revoked for disciplinary reasons any previous application, commission, or license of the applicant; or

2. Made a finding that grounds for revocation of the applicant's commission existed.

E. Upon receipt of valid Marriage commission issued by the Little Traverse Bay Bands of Odawa Indians Marriage Clerk, such person shall be designated as a "Marriage Commissioner" and shall be authorized to perform the applicable functions of this Statute.

F. Jurisdiction and Term. A person commissioned as a Marriage Commissioner shall be a six (6) years term, unless the commission is earlier revoked for "Official Misconduct", resigned or

surety bond has expired.

G. "Official Misconduct" means:

1. A Marriage Commissioner's performance of any act prohibited, or failure to perform any act mandated, by this Statute or by any other law in connection with a marriage commission; or

2. A Marriage Commissioner's performance of an official act in a manner found by the Marriage Clerk and/or the Tribal Court to be negligent or against the public interest.

(Source: WOS 2020-010, May 1, 2020, Section VII)

13.108 RECOGNITION OF FOREIGN MARRIAGES, AFFIRMANCE OF PAST TRIBAL COURT MARRIAGES

A. Recognition of foreign marriages. The Little Traverse Bay Bands of Odawa Indians shall recognize as valid and binding any marriage formalized or solemnized in compliance with the laws of the place of formalization or solemnization.

B. Prior Tribal Court Marriages. The Little Traverse Bay Bands of Odawa Indians affirms the validity and binding nature of all marriages performed under WOS 2013-003.

(Source: WOS 2020-010, May 1, 2020, Section VIII)

13.109 SEVERABILITY

If any section or provision of this Statute, or amendment made by this Statute, is found invalid, the remaining sections or provisions of this Statute and amendments made by this Statute shall continue in full force and effect.

(Source: WOS 2020-010, May 1, 2020, Section IX)

13.110 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval which ever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2020-010, May 1, 2020, Section X)

Chapter 2. Dissolution of Marriage

13.201 PURPOSE AND TITLE

The Little Traverse Bay Bands of Odawa Indians finds that the Tribe's interest over family relations is an integral part of tribal self-government and the Tribe's history and culture, that it is exceedingly important to the Tribe to support the preservation of families, that families thrive when they receive appropriate emotional and financial support, and that the lives of children and families improve by strengthening parental responsibility for family and child support. The Tribe encourages the protection and preservation of the continuity of family, but recognizes that in the event of dissolution of marriage, divorce proceedings need uniform, efficient and equitable ways to provide for the dissolution of the marriage.

(Source: WOS 2008-007, May 31, 2008, Section I)

13.202 DEFINITIONS

1. *"Court"* means the Little Traverse Bay Bands of Odawa Indians Tribal Court.

2. *"Territorial Jurisdiction of the Little Traverse Bay Bands of Odawa Indians"* means *"areas referenced in Public Law 103-324, 25 USC Section 1300k-2(b)(2)(A) as the boundaries of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat.621."* Little Traverse Bay Bands Constitution, Article V(A)(1)(a).

3. *"Tribe"* means the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2008-007, May 31, 2008, Section II)

13.203 JURISDICTION

The Court shall have jurisdiction over divorce proceedings for the dissolution of marriage, including issues of child custody, child support, division of property, or alimony where at least one (1) party to the proceedings is a Tribal Citizen of the Little Traverse Bay Bands of Odawa Indians and has been a bona fide resident of the Tribal Jurisdiction for a period of at least 180 days prior to the filing of the action.

(Source: WOS 2008-007, May 31, 2008, Section III)

13.204 SIMPLE DISSOLUTION

1. An action for Simple Dissolution shall be commenced by the filing of a joint petition by the parties that contains the following:

a) The full legal name, address, social security number and driver's license number of each party to the marriage;

b) The Tribal Citizenship number of at least one of the parties;

c) A statement that at least one of the parties have resided within the Tribal jurisdiction for six months immediately before the filing of the petition;

d) A statement that the parties have no children under the age of 18, unless emancipated, or no dependent children together, and the wife is not pregnant,

e) The maiden name of the wife and/or her name prior to the marriage if different;

f) The date and location of the marriage;

g) The date and location of the separation of the parties;

h) A statement that there has been a breakdown in the marital relationship to the point that the objects of matrimony have been destroyed and there remains no reasonable likelihood that the marriage can be preserved, or that the parties have lived separate and apart for one (1) year;

i) A proposed division of marital property and debt that contains provisions about how personal belongings, assets, property, and their debts are going to be divided once the parties are no longer married. Or a statement that there are no personal belongings, assets, debts, or property such as homes, cars, etc;

j) A statement that neither party is requesting alimony.

2. A simple dissolution shall be granted by the Court without a hearing.

(Source: WOS 2008-007, May 31, 2008, Section IV)

13.205 DISSOLUTION OF MARRIAGE

1. A decree of dissolution of marriage shall be granted without regard to the fault of the parties and upon a finding that the marriage has broken down irretrievably, and that there remains no reasonable likelihood that the marriage can be preserved; or the parties have mutually and voluntarily lived separate and apart without cohabitation for a period of at least one (1) year immediately prior to the filing of the petition for divorce.

2. An action for divorce shall be commenced by the filing of a petition by one of the parties and shall contain the following:

a) The full legal name, address, social security number and driver's license number of each party to the marriage;

b) The Tribal Citizenship number of at least one of the parties;

c) The names and birth dates of any children born of the marriage or of any children born prior to the marriage where the husband is asserted to be the father;

d) A statement as to whether or not the wife is pregnant at the time the petition is filed;

e) The maiden name of the wife and/or her name prior to the marriage if different;

f) The date and location of the marriage;

g) The date and location of the separation of the parties;

h) A proposed division of marital property and debt, and custody of children, if any.

i) A statement that there has been a breakdown in the marital relationship to the point that the objects of matrimony have been destroyed and there remains no reasonable likelihood that the marriage can be preserved, or that the parties have lived separate and apart for one (1) year.

3. The non-petitioning party may file a response to the petition within thirty (30) days of receipt of the petition.

4. The response may state the facts and circumstances which show that there are no valid grounds for divorce, or may seek a division of property, child custody arrangement, or other relief different than that proposed by the petitioner.

5. A copy of the response must be served on the petitioning spouse.

6. Following a petition for divorce, and after the opportunity for the non-petitioning party to

respond, the Tribal Court shall hold a hearing unless the parties have stipulated to all matters and issues pending.

7. If the parties stipulate, and the Tribal Court is convinced that the stipulation is fair and equitable, the court may enter a decree without a hearing.

8. If minor children are involved, the Court may order the parties to counseling, continue the action for a maximum of three months to enable the parties to reconcile, or take such other actions as may be in the best interests of the parties or the minor children of the marriage.

9. Hearings shall be held within six (6) months of the date that the petition is filed, with actions involving the custody of minor children taking precedence over all other civil cases.

10. At the hearing, both parties shall have the opportunity to testify, call witnesses, present evidence and cross-examine their spouse and any other witnesses.

11. The intentional filing of groundless petitions shall result in the imposition of sanctions.

12. A final order of the Tribal Court may be appealed in the same fashion and manner as any other order of the Court.

(Source: WOS 2008-007, May 31, 2008, Section V)

13.206 DIVISION OF PROPERTY

When a divorce is granted, the Court shall order distribution of all real and personal property in an equitable fashion and shall allocate the marital financial obligations of the parties, in whole to either party, or partially to each party.

(Source: WOS 2008-007, May 31, 2008, Section VI)

13.207 ALIMONY

1. After the equitable distribution of assets and liabilities, the Court may grant alimony to either party, in a lump sum payment or in periodic payments or both.

2. The Court shall consider the length of the marriage, the age, physical and emotional conditions of each of the parties and all sources of available income to either party, and fault shall not be a consideration.

3. Such order may be modified, on motion of either party to reflect changes in either party's economic circumstances.

4. Groundless filings may result in the imposition of sanctions.

5. The Court, upon motion, shall terminate alimony to any spouse who has remarried or upon the death of either party.

(Source: WOS 2008-007, May 31, 2008, Section VII)

13.208 CHILD CUSTODY, VISITATION AND SUPPORT

A. In any action for divorce, the Court shall have the authority to determine the custody of any child less than eighteen (18) years of age. Custody is the care, control and maintenance of a child which includes legal and physical custody.

1. Legal custody is the decision making authority.

2. Physical custody is the caregiving authority.

B. The Court shall have jurisdiction to award custody of a minor child to one of the parents, or both of the parents.

C. The court must order joint physical custody of a child to both parents unless the court determines that joint physical custody is not in the best interests of the child as set forth in this Statute.

D. A person who is giving legal custody may make important life decisions for a child, such as health care, education, child care and general welfare.

1. Joint legal custody gives both parents the right to make these decisions.

2. Sole legal custody gives one parent all decision-making responsibilities.

E. A person who is giving physical custody has actual physical residency of a child.

1. Joint physical custody means that each parent will have specific times with a child.

2. Sole physical custody means that one parent provides for the day-to-day care for the child and the non-custodial parent may be given parenting time.

F. In determining the best interest of the child, the Court shall consider all relevant factors including:

1. The love, affection, and other emotional ties existing between the parent involved and the child.

2. The capacity and disposition of the parent to give the child love, affection, and guidance and to continue the child's education.

3. The capacity and disposition of a parent, for reasons other than poverty, to provide adequate food, clothing, shelter, medical care, education, or supervision necessary for the child's health and well-being.

4. The ability of a parent to provide a stable and satisfactory environment for the child.

5. The mental and physical health of the parent.

6. The home, school, and community record of the child.

7. The wishes of the child may be weighed by the Court, but are not controlling to the Court's decision. The Judge will meet with the child in his or her chambers to discuss the child's wishes.

8. The interaction and interrelationship of the child with siblings and any other person who may significantly affect the child's best interest.

9. The willingness and ability of each of the parent to facilitate and encourage a close and continuing parent-child relationship between the child and the other parent.

10. Domestic violence, regardless of whether the violence was directed against or witnessed by the child.

11. Any other factor considered by the court to be relevant to a particular child custody dispute.

G. The Court shall not consider conduct of a proposed custodian that does not affect his or her relationship to the child.

H. The Court shall have no presumption that one parent is better suited to be a custodian because of gender.

I. Differences in financial circumstances alone shall not be a deciding factor in the determination of custody.

J. The Court shall have the authority to require the non-custodial parent to pay such sum as the Court may determine appropriate and proper for the support and maintenance of the child.

K. The Court shall designate visitation for the non-custodian parent or parent(s) and shall provide for the foster and expansion of the relationship between the non-custodial parent(s) and the child whenever possible, unless the Court finds, after a hearing, that visitation would endanger seriously the child's physical, mental or emotional health.

L. The Court, upon petition of either parent to whom custody or visitation of the minor child may be awarded, may revise, amend or alter any order concerning the care, custody, support or visitation rights with any child consistent with the best interests of the child.

M. Changes in domicile where the custodial parent wants to move out-side of the Tribal Territorial Jurisdiction, shall require prior Court approval. The Court shall consider the following factors:

1. Consent of both parents.

2. Prospective advantages of the move for improvement of the general quality of life for the custodial parent and child.

3. The likelihood of the custodial parent complying with the Tribal Court Order once he or she is no longer resides within the Tribal Territory.

4. The extent to which there will be a realistic opportunity for non-custodial visitation which can continued to foster the relationship between the non-custodial parent(s) and the child.

N. Both custodial and non-custodial parents shall notify the Court of any changes in domicile or residency.

O. When the Court has ordered periodic support payments under this code, and the parent does not pay as ordered, the Court shall use the same methods to collect these payments as it would to enforce any money judgment in a civil action, including contempt.

(Source: WOS 2015-013, July 24, 2015, Section VIII)

13.209 TEMPORARY INTERIM ORDERS

1. The Court may issue temporary orders during the pending of all proceedings involving child custody, child support, visitation, alimony and the possession of real and personal property.

2. Such orders may be granted upon the motion of either party or on the Court's own motion. A hearing shall be held prior to the issuance of such orders, unless the Court determines that an emergency exists or a party cannot be found, in which case such orders may be issued ex-parte.

3. Emergency may be interpreted to include, but not limited to:

a) a danger of physical abuse to the spouse or the parties child(ren);
b) severe emotional abuse;
c) a lack of means for interim subsistence; or
d) the danger that the child(ren) will be removed from jurisdiction.

4. If the initial order is issued ex-parte, a full hearing on the temporary order shall be held within fourteen (14) days.

(Source: WOS 2008-007, May 31, 2008, Section IX)

13.210 ENFORCEMENT

When either party to a divorce proceeding shall fail willfully to comply with an order of the Tribal Court, the other party may file a petition with the Court alleging such failure. The Court shall then issue notice to the party, which shall include a copy of the petition, and set a date for the hearing. At the hearing, the Court shall take testimony as to the alleged failure to comply with its order, and issue any order which it shall deem just and proper under the circumstances

(Source: WOS 2008-007, May 31, 2008, Section X)

13.211 SAVING CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws, ordinances or statutes of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2008-007, May 31, 2008, Section XI)

13.212 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval which ever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2008-007, May 31, 2008, Section XII)

Chapter 3. Probate Code

13.301 PURPOSE

The purpose of this Statute is to provide for the distribution of estates upon the death of Tribal citizens and others within the jurisdiction of the Little Traverse Bay Bands of Odawa Indians ("LTBB").

(Source: WOS 2006-020, November 22, 2006, Section I)

13.302 JURISDICTION

Upon the death of a Tribal citizen, or of any person domiciled within the LTBB reservation, the Tribal Court has jurisdiction to determine the heirs of the decedent, the claims of creditors, and the distribution of property under this Statute. The Court's jurisdiction in probate matters shall cover all of the decedent's real and personal property, including that which is located outside of the Reservation, and any debts owed to the decedent.

(Source: WOS 2006-020, November 22, 2006, Section II)

13.303 COVERAGE OF THIS STATUTE

The provisions of this Statute shall be used to distribute the assets of any person domiciled on the Reservation owning assets valued at more than $15,000.00 (fifteen thousand dollars). In the event a person domiciled on the Reservation dies owning $15,000.00 (fifteen thousand dollars) or less in assets the Court shall not have jurisdiction to probate the estate.

(Source: WOS 2006-020, November 22, 2006, Section III)

13.304 DEFINITIONS

For purposes of this Statute, the terms below are defined as follows:

A. "**Beneficiary**": A beneficiary is a person who is designated to receive something

from a legal arrangement or instrument, for example, property designated pursuant to a decedent's valid will, income from a trust, or the proceeds from an insurance policy.

B. "**Decedent**": A decedent is a deceased person with interests to be determined as demonstrated within this Statute.

C. "**Heir**": An heir is a person who is entitled under this Statute, based upon a family relationship to the decedent, to receive the property of a decedent who dies without a will.

D. "**Holographic Will**": A holographic will is one that is written entirely by the decedent that is not witnessed or otherwise does not fully comply with the requirements for a will under this Statute.

E. "**Immediate Family**": The immediate family is generally comprised of the surviving spouse, parents, grandparents, son(s), daughter(s), brother(s) and sister(s) of the decedent.

F. "**Legally Incompetent**": A person is legally incompetent when a court has determined that the person is mentally or physically unable or unfit to comprehend the nature and consequences of legal proceedings.

G. "**Minor**": A minor is a person who has not reached age eighteen (18).

H. "**Marriage**": The legal union of a man and a woman as husband and wife, generally pursuant to a Tribal or state license, and made official by a formal ceremony.

I. "**Probate**": Probate is the legal process by which applicable Tribal common and written law, state law, or federal law that affects the distribution of the decedent's estate is applied to determine the decedent's heirs, approve wills and beneficiaries, and transfer any personal or real property held in trust by a trustee for a decedent to the heirs, beneficiaries, or other persons or entities entitled by law.

J. "**Real Property**": Real property includes all improvements and fixtures upon

land; that which is incidental and appurtenant to land; all rights, interests, privileges, easements, and encumbrances relating to land, including tenancies and liens of judgment, mortgage, or otherwise; and any portion of these, except that such term shall never include subsurface rights or the title or ownership interest in tribal, trust, or otherwise restricted land.

K. "**Testator**": A person who has written a will.

(Source: WOS 2006-020, November 22, 2006, Section IV)

13.305 LIMITED JURISDICTION OVER TRANSFERS INVOLVING REAL PROPERTY

The Court may effectuate transfers of land assignments or permanent structures affixed to the land, in accordance with codified Tribal Property and Housing law.

Once the transfer is complete, the Court shall forward a copy of the "transfer" to the Executive Branch for record-keeping purposes. The Court may only effectuate transfer title of real property if the decedent owned the property in fee, with no tribal or federal ownership interests or restrictions.

(Source: WOS 2006-020, November 22, 2006, Section V)

13.306 PETITION FOR ADMINISTRATION OF ESTATE OR FOR PROBATE OF WILL

A. **Filing**. The surviving spouse, or if none, any family member of the decedent, the personal representative as designated in decedent will, or a creditor of the decedent may file a probate petition. In the case of an unmarried minor, a legal guardian, or person appointed by the Court if a ward of the Court, may file the petition.

B. **Time for Filing**. The petition should normally be filed within sixty (60) days of the death of decedent.

C. **Form of Filing**. The petition shall contain the following information:

1. The date and location of death of decedent and age of decedent at time of death;

2. A statement of the decedent's tribal affiliation, if any;

3. The name of the person filing the petition, tribal enrollment number, if any, age, residence, and relationship to the decedent;

4. A statement that the decedent left no will, or that the will is filed with the petition and offered for probate;

5. The names, ages, and relationship to the decedent of all known heirs of decedent, and if decedent dies with a will, the names, ages, and relationship, if any, of all beneficiaries under the will;

6. A detailed statement of assets and approximate value of each;

7. A list of names and addresses of the decedent's creditors, including all possible creditors that the petitioner can reasonably determine by reviewing the decedent's financial records and papers; and

8. A general list of items that were buried/burned with decedent not to be distributed.

D. **Minor or Legally Incompetent Heirs**. Upon the filing of the petition for administration, the Court shall ascertain whether or not there are any heirs, legatees, or devisees under the age of eighteen (18) years or legally incompetent heirs. If so, the Court shall appoint a guardian ad litem to represent the minor or legally incompetent heir's interests until the determination of distribution of belongings is final. The Court will give careful attention to all actions concerning that of a minor individual under eighteen (18) years of age or a legally incompetent heir.

(Source: WOS 2006-020, November 22, 2006, Section VI)

13.307 APPROVAL OF WILLS

A. When any member of the LTBB Community dies, the Tribal Court shall at the request of any interested party determine the validity of the will after giving notice and full opportunity to appear in Court to tell all persons who might be beneficiaries of the decedent. The Court shall provide actual notice of the proceedings to each beneficiary designated in decedent's will. In the event of a will contest, the Court shall try the case according to rules and procedures relating to civil cases in the LTBB Tribal Court. Normally challenges to a will should not be accepted after a final probate order is issued.

B. **Formal Will**. A will shall be deemed valid if (1) the decedent had a sane mind and understood what s/he was doing when s/he made the will, (2) the decedent was not subject to any undue influence of any kind from any person, and (3) if the will was made in writing and signed by the decedent and one (1) witness. The witness cannot be a beneficiary under the will or have a significant interest in the outcome of the will. If the Court determines the will to be validly executed, it shall issue a final probate order, stating that the property described in the will be given to the persons named in the will or, in the event that a person named in the will predeceases the testator, to their heirs of that person in accordance with this Statute.

C. **Holographic Wills**. The Court has discretion to determine the validity of a decedent's holographic will. The Court may consider evidence including, but not limited to, affidavits or testimony verifying that the will was hand-written by the decedent and that the decedent was not subject to duress when writing the will. If the Court determines that the holographic will is valid, it shall issue a final probate order, stating that the property described in the will be given to the persons named in the will or, in the event that a person named in the will predeceases the testator, to their heirs of that person in accordance with this Statute.

D. **Invalid Will; Property Not Accounted for in Decedent's Will**. Where the Court finds that the decedent's will is invalid, the Court shall order the administration of

decedent's estate as if the decedent had died without a will. Where the Court finds that there is property of the decedent that was left out of a valid will and no other lawful instrument designates a beneficiary, the Court shall order distribution of the undesignated property, by following the procedures under this Statute where the decedent dies without a will.

E. Beneficiary Criminally Responsible for the Death of the Decedent. Any beneficiary or any heir of the decedent found to be criminally responsible for the death of the decedent shall not be entitled to inherit or receive any interest of the decedent's estate.

(Source: WOS 2006-020, November 22, 2006, Section VII)

13.308 ADMINISTRATION OF ESTATE WHERE DECEDENT HAS NO WILL

Administration of a decedent's property commences by filing a petition for administration with the Tribal Court. Once the probate petition is filed, pursuant to Section VI of this Statute, the Tribal Court shall order distribution of the decedent's assets remaining after satisfaction of the debts and expenses of the estate as follows in the event it determines that no valid will exists:

A. If a spouse survives decedent, all assets shall be distributed to the surviving spouse;

B. If there is no surviving spouse, all assets shall be distributed equally to decedent's surviving children;

C. If there is no surviving spouse or children, all assets shall be distributed to decedent's surviving parent/s;

D. If there is no surviving spouse, children or parents, all assets shall be distributed equally among decedent's grand-children;

E. If there are no surviving persons listed in A-D, all assets shall be distributed equally among decedent's surviving sibling/s;

F. If there are no surviving persons listed in A-E, all assets shall be distributed equally to decedent's surviving first cousin/s;

G. If there are no surviving persons listed in A-F, any real property in the Reservation shall escheat to LTBB; any other assets shall be distributed as the Court deems equitable to close friends or caretakers of the decedent.

(Source: WOS 2006-020, November 22, 2006, Section VIII)

13.309 DETERMINATION OF HEIRS AND DISTRIBUTION OF PROPERTY

A. In the case of a decedent without a will, the Court will make such inquiries of the petitioner, family members, the Enrollment Office or other sources as it deems necessary to make sure the list of heirs is submitted with the petition is compete.

B. In the case of multiple heirs and mixed financial, personal property and or real property assets, the Court shall hold hearings as it deems necessary to determine equitable distribution. Provided, a distribution plan submitted jointly by all affected heirs shall be presumed equitable.

(Source: WOS 2006-020, November 22, 2006, Section IX)

13.310 NOTICE TO CREDITORS

A. Once the Court receives the list of creditors in the Probate petition, the Court shall mail notice to each creditor listed that probate proceedings have commenced for the possessions of the decedent. Proof of mailing shall be filed in the case record.

B. For creditors who may be unknown or are not reasonably ascertainable, the Court shall issue a notice to creditors by publication. The notice shall be published on the Tribal website, in a Tribal newspaper and in one other local newspaper of general circulation for two consecutive publication dates and proof of publication shall be filed in the case record.

C. The last date for creditors to file claims against the estate shall be forty--five (45) days from receipt of notice or from the second date of publication, and are thereafter barred from any claim.

D. Claims shall have the following order of priority:

1. Court costs for actual notice and publication for creditor's claims, and actual notice and publication for determining heirs;

2. Debts owing for expenses of decedent's last illness and subsequent funeral charges not covered by LTBB;

3. Claims of indebtedness to the Little Traverse Bay Bands of Odawa Indians;

4. Debts owing to members of the Little Traverse Bay Bands of Odawa Indians;

5. Claims of all other creditors.

(Source: WOS 2006-020, November 22, 2006, Section X)

13.311 PAYMENT OF CREDITOR' CLAIMS

A. All tangible personal property of the decedent that is of a unique keepsake nature, such as art, family heirlooms and photographs, is exempt from sale to pay for claims of creditors. The Court shall not order sale of such tangible personal property of the decedent to satisfy any liens or judgments of creditors.

B. Decedent's remaining Per Capita funds are subject to satisfaction of liens or judgments of creditors.

(Source: WOS 2006-020, November 22, 2006, Section XI)

13.312 FORM OF PROBATE PLEADINGS

The Tribal Court shall determine what documents must be filed in a probate case.

(Source: WOS 2006-020, November 22, 2006, Section XII)

13.313 SEVERABILITY

If any section or provision of this Statute, or amendment made by this Statute, is found invalid, the remaining sections or provisions of this Statute and amendments made by this Statute shall continue in full force and effect.

(Source: WOS 2006-020, November 22, 2006, Section XIII)

13.314 EFFECTIVE DATE

Effective upon the signature of the Executive, or 30 days from submission to the Executive branch, or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2006-020, November 22, 2006, Section XIV)

Chapter 4. Probate Code for Small Estates

13.401 PURPOSE

The purpose of this Statute is to provide for the distribution of small estates upon the death of Tribal Citizens and others within the jurisdiction of the Little Traverse Bay Bands of Odawa Indians ("LTBB").

(Source: WOS 2011-003, January 8, 2011, Section I)

13.402 JURISDICTION

Upon the death of a Tribal Citizen, or of any person within the Tribe's jurisdiction, may petition the Tribal Court to determine the heirs of the decedent, the claims of creditors, and the distribution of property under this Statute. The Court's jurisdiction in probate matters shall cover all of the decedent's real and personal property, including that which is located outside of the Reservation, and any debts owed to the decedent.

(Source: WOS 2011-003, January 8, 2011, Section II)

13.403 COVERAGE OF THIS STATUTE

The provisions of this Statute shall be used to distribute the assets of any person domiciled on the Reservation owning assets valued at less than $15,000.00 (fifteen thousand dollars).

(Source: WOS 2011-003, January 8, 2011, Section III)

13.404 DEFINITIONS

For purposes of this Statute, the terms below are defined as follows:

A. "Beneficiary" means a person who is designated to receive something from a legal arrangement or instrument, for example, property designated pursuant to a decedent's valid will, income from a trust, or the proceeds from an insurance policy.

B. "Decedent" means a deceased person with interests to be determined as demonstrated within this Statute.

C. "Heir" means a person who is entitled under this Statute, based upon a family relationship to the decedent, to receive the property of a decedent who dies without a will.

D. "Holographic will" means a will that is written entirely by the decedent that is not witnessed or otherwise does not fully comply with the requirements for a will under this Statute.

E. "Immediate Family" means family members generally comprised of the surviving spouse, parents, grandparents, son(s), daughter(s), brother(s) and sister(s) of the decedent.

F. "Intestate" means dying without leaving a will or leaving an invalid will so that the property of the estate passes by the laws of succession rather than by the direction of the deceased.

G. "Legally Incompetent" means a person determined by a court to be mentally or physically unable or unfit to comprehend the nature and consequences of legal proceedings.

H. "Minor" means person who has not reached age eighteen (18).

I. "Marriage" means the legal union of a man and a woman as husband and wife, generally pursuant to a Tribal or state license, and made official by a formal ceremony.

J. "Probate" means the legal process by which applicable Tribal common and written law, state law, or federal law that affects the distribution of the decedent's estate is applied to determine the decedent's heirs, approve wills and beneficiaries, and transfer any personal or real property held in trust by a trustee for a decedent to the heirs, beneficiaries, or other persons or entities entitled by law.

K. "Real Property" means property including all improvements and fixtures upon land; that which is incidental and appurtenant to land; all rights, interests, privileges, easements, and encumbrances relating to land, including tenancies and liens of judgment, mortgage, or otherwise; and any portion of these, except that such term shall never include subsurface rights or the title or ownership interest in tribal, trust, or otherwise restricted land.

L. "Testator" means a person who has written a will.

M. "Tribal Court" means the Little Traverse Bay Bands of Odawa Indians Tribal Court.

N. "Tribe" means the Little Traverse Bay Bands of Odawa Indians.

O. "Will" means the legal instrument that permits a person, the testator, to make decisions on how his or her estate will be managed after death.

(Source: WOS 2011-003, January 8, 2011, Section IV)

13.405 LIMITED JURISDICTION OVER TRANSFERS INVOLVING REAL PROPERTY

A. The Court may effectuate transfers of land assignments or permanent structures affixed to the land, in accordance with codified Tribal Property and Housing law.

B. Once the transfer is complete, the Court shall forward a copy of the "transfer" to the Executive Branch for record-keeping purposes. The Court may only effectuate transfer title of real property if the decedent owned the property in fee, with no tribal or federal ownership interests or restrictions.

(Source: WOS 2011-003, January 8, 2011, Section V)

13.406 PETITION FOR SMALL ESTATE

A. Filing. The surviving spouse, or if none, any family member of the decedent, the personal representative as designated in decedent will, or a creditor of the decedent may file a petition for small estate. In the case of an unmarried minor, a legal guardian, or person appointed by the Court if a ward of the Court, may file the petition.

B. Time for Filing. The petition should normally be filed within sixty (60) days of the death of decedent.

C. Form of Filing. The petition shall contain the following information:

1. The date and location of death of decedent and age of decedent at time of death;

2. A statement of the decedent's tribal affiliation, if any;

3. The name of the person filing the petition, tribal enrollment number, if any, age, residence, and relationship to the decedent;

4. A statement that the decedent left no will, or that the will is filed with the petition and offered for probate;

5. The names, ages, and relationship to the decedent of all known heirs of decedent, and if decedent dies with a will, the names, ages, and relationship, if any, of all beneficiaries under the will;

6. An inventory list that includes a detailed statement of assets and approximate value of each;

7. A list of names and addresses of the decedent's creditors, including all possible creditors that the petitioner can reasonably determine by reviewing the decedent's financial records and papers; and

8. A general list of items that were buried/burned with decedent not to be distributed.

9. A request to designate a person as the personal representative if one is not identified in the will or the person identify in the will is unable or unwilling to serve as the personal representative.

D. Minor or Legally Incompetent Heirs. Upon the filing of the petition for administration, the Court shall ascertain whether or not there are any heirs, legatees, or devisees under the age of eighteen (18) years or legally incompetent heirs. If so, the Court shall appoint a guardian ad litem to represent the minor or legally incompetent heir's interests until the determination of distribution of belongings is final. The Court will give careful attention to all actions concerning that of a minor individual less than eighteen (18) years of age or a legally incompetent heir.

(Source: WOS 2011-003, January 8, 2011, Section VI)

13.407 APPOINTMENT OF PERSONAL REPRESENATIVE

The Court shall appoint a person as the Personal Representative.

(Source: WOS 2011-003, January 8, 2011, Section VII)

13.408 VALUE OF PROPERTY

The Personal Representative shall file with the Court a final inventory list of the entire estate. If it appears from the inventory and appraisal that the value of the entire estate, less liens and encumbrances, does not exceed homestead allowance, family allowance, exempt property, administration costs and expenses, reasonable funeral expenses, and reasonable, necessary medical and hospital expenses of the decedent's last illness, the personal representative, without giving notice to creditors, may immediately disburse and distribute the estate to the persons entitled to the estate and may file a closing statement as provided in Section XII.

(Source: WOS 2011-003, January 8, 2011, Section VIII)

13.409 HOMESTEAD ALLOWANCE

A. A decedent's surviving spouse is entitled to a homestead allowance of $15,000.00.

B. If there is no surviving spouse, each minor child and each dependent child of the decedent is entitled to a homestead allowance equal to $15,000.00.divided by the number of the decedent's minor and dependent children.

C. The homestead allowance is exempt from and has priority over all claims against the estate, except administration costs and expenses and reasonable funeral and burial expenses.

D. A homestead allowance is in addition to any share passing to the surviving spouse or minor or dependent child by the will of the decedent, unless otherwise provided, by intestate succession, or by elective share.

(Source: WOS 2011-003, January 8, 2011, Section IX)

13.410 ASSET DISTRIBUTION

A. Upon a showing of evidence, satisfactory to the court, of payment of the expenses for the decedent's funeral and burial and if the balance of a decedent's gross estate consists of property of

the value of $15,000.00 or less, the court may order that the Personal Representative to distribute the property to the decedent's heirs in accordance with the Will or by intestate.

B. Upon a showing of evidence, satisfactory to the court, that the decedent's funeral or burial expenses are unpaid or were paid by a person other than the estate, and if the balance of the gross estate after payment of the expenses would consist of property of the value of $15,000.00 or less, the court shall order that the property be first used to pay the unpaid funeral and burial expenses, or to reimburse the person that paid those expenses, and may order that the balance be turned over to the Personal Representative to distribute to the decedent's heirs in accordance with the Will or by intestate.

C. Other than a surviving spouse who qualifies for allowances under this Statute or the decedent's minor children, an heir who receives property through an order under this section is responsible, for 63 days after the date of the order, for any unsatisfied debt of the decedent up to the value of the property received through the order. The court shall state this condition in the order.

D. If it appears from the inventory and appraisal that the value of the entire estate, less liens and encumbrances, does not exceed administration costs and expenses, reasonable funeral and burial expenses, homestead allowance, family allowance, exempt property, and reasonable, necessary medical and hospital expenses of the decedent's last illness, the personal representative, without giving notice to creditors, may immediately disburse and distribute the estate to the persons entitled to the estate and may file a closing statement as provided in this Statute.

(Source: WOS 2011-003, January 8, 2011, Section X)

13.411 PRIORITY OF CLAIMS

A. If the applicable estate property is insufficient to pay all claims and allowances in full, the personal representative shall make payment in the following order of priority:

1. Costs and expenses of administration.

2. Reasonable funeral and burial expenses.

3. Homestead allowance.

4. Family allowance.

5. Exempt property.

6. Debts and taxes with priority under federal law, including, but not limited to, medical assistance payments that are subject to adjustment or recovery from an estate under section 1917 of the social security act, 42 USC 1396p.

7. Reasonable and necessary medical and hospital expenses of the decedent's last illness, including a compensation of persons attending the decedent.

8. Court costs for actual notice and publication for creditor's claims, and actual notice and publication for determining heirs.

9. Claims of indebtedness to the Little Traverse Bay Bands of Odawa Indians.

10. Debts and taxes to other local or state governmental entities.

11. Debts owing to Citizens of the Little Traverse Bay Bands of Odawa Indians.

12. Claims of all other creditors.

B. A preference shall not be given in the payment of a claim over another claim of the same class, and a claim due and payable is not entitled to a preference, over a claim not due.

C. If there are insufficient assets to pay all claims in full or to satisfy homestead allowance, family allowance, and exempt property, the personal representative shall proceed to collect the deficiency in a manner reasonable under the circumstances so that each non-probate transfer, including those made under a trust, bears a proportionate share or equitable share of the total burden.

(Source: WOS 2011-003, January 8, 2011, Section XI)

13.412 CLOSING STATEMENT

A. Unless prohibited by court order or the estate value is more than $15,000 after all listed costs and distributions have been made under subsection (1), a personal representative may close a small estate at any time after disbursement and distribution of the estate, a sworn statement stating all of the following:

1. To the best knowledge of the personal representative, the value of the entire estate, less liens and encumbrances, did not exceed administration costs and expenses, reasonable funeral and burial expenses, homestead allowance, family allowance, exempt property, and reasonable, necessary medical and hospital expenses of the decedent's last illness.

2. The personal representative has fully administered the estate by disbursing and distributing it to the persons entitled to the estate.

3. The personal representative has sent a copy of the closing statement to all estate distributees and to all creditors or other claimants of whom the personal representative is aware whose claims are neither paid nor barred, and has furnished a full account in writing of the estate administration to the distributees whose interests are affected.

B. Any objection to the closing statement must be filed with the Court within twenty-eight (28) days of the filing of the closing statement. If there are no objections, then the Personal Representative shall receive a certificate of completion.

C. If an action or proceeding involving the personal representative is not pending in the court within one (1) year after the closing statement is filed under this section, the personal representative's appointment terminates.

(Source: WOS 2011-003, January 8, 2011, Section XII)

13.413 EXEMPTIONS

A. The Tribe recognizes and adopts the following State of Michigan laws that provide for assets owned by the decedent to pass to the decedent's heirs without the necessity of probate:

1. MCL 257.236 provides that the title to motor vehicles of a decedent whose total value does not exceed $60,000 may be transferred to the heirs by the Michigan Department of State if there are no other assets requiring probate. The Secretary of State must be furnished with proof of death of the registered owner and a certificate setting forth the fact that the applicant is the surviving husband or wife or the applicants are the heirs of the decedent. This is accomplished by filing the papers at the Secretary of State Office.

2. MCL 324.80312 provides for the transfer of water craft without probate proceedings if there are no other assets requiring probate and the value of the water craft is less than $100,000. This is accomplished by filing the proper papers at the Secretary of State Office.

3. MCL 408.480 provides that wages or fringe benefits in any amount may be delivered to the heirs of the decedent in order of priority as follows: surviving spouse, surviving children, surviving mother or father, and surviving sister or brother.

4. MCL 700.3981 provides that a hospital, convalescent or nursing home, morgue, or law enforcement agency holding cash not exceeding $500 and wearing apparel of a decedent may deliver the cash and wearing apparel to a person furnishing identification and an affidavit that the person is the spouse, child, or parent of the decedent and that an estate of the decedent is not pending.

B. Monies held by the Tribe either in the form of Per capita payments, payroll wages or fringe, or other Tribal distributions may be delivered to the Decedent’s heirs in priority as follows: surviving spouse, surviving children, surviving mother or father, and surviving sister or brother.

C. Individual to whom delivery is made is answerable for the property to a person with a prior right and accountable to a personal representative of the decedent's estate appointed after the delivery.

(Source: WOS 2011-003, January 8, 2011, Section XIII)

13.414 APPROVAL OF WILLS

A. When any member of the LTBB Community dies, the Tribal Court shall at the request of any interested party determine the validity of the will after giving notice and full opportunity to appear in Court to tell all persons who might be beneficiaries of the decedent.

B. Where the Court finds that the decedent's will is invalid, the Court shall order the administration of decedent's estate as if the decedent had died without a will.

C. Where the Court finds that there is property of the decedent that was left out of a valid will and no other lawful instrument designates a beneficiary, the Court shall order distribution of the undesignated property, by following the procedures under this Statute where the decedent dies without a will.

(Source: WOS 2011-003, January 8, 2011, Section XIV)

13.415 LAWS OF SUCCESSION

A. If the Decedent dies intestate, then the Personal Representative shall distribute the decedent's assets remaining after satisfaction of the debts and expenses of the estate by the following law of succession:

1. If a spouse survives decedent, all assets shall be distributed to the surviving spouse;

2. If there is no surviving spouse, all assets shall be distributed equally to decedent's surviving children;

3. If there is no surviving spouse or children, all assets shall be distributed to decedent's surviving parent/s;

4. If there is no surviving spouse, children or parents, all assets shall be distributed equally among decedent's grand-children;

5. If there are no surviving persons listed in 1-4, all assets shall be distributed equally

among decedent's surviving sibling/s;

6. If there are no surviving persons listed in 1-5, all assets shall be distributed equally to decedent's surviving first cousin/s;

7. If there are no surviving persons listed in 1-6, any real property in the Reservation shall escheat to LTBB; any other assets shall be distributed as the Court deems equitable to close friends or caretakers of the decedent.

B. In the case of a decedent without a will, the Court will make such inquiries of the petitioner, family members, the Enrollment Office or other sources as it deems necessary to make sure the list of heirs is submitted with the petition is compete.

C. Beneficiary Criminally Responsible for the Death of the Decedent. Any beneficiary or any heir of the decedent found to be criminally responsible for the death of the decedent shall not be entitled to inherit or receive any interest of the decedent's estate.

(Source: WOS 2011-003, January 8, 2011, Section XV)

13.416 NOTICE TO CREDITORS

A. The Personal Representative shall file with the Court a final inventory list of the entire estate. If it appears from the inventory and appraisal that the value of the entire estate, less liens and encumbrances, exceed homestead allowance, family allowance, exempt property, administration costs and expenses, reasonable funeral expenses, and reasonable, necessary medical and hospital expenses of the decedent's last illness, the personal representative, notice shall be giving to the creditors. For creditors who may be unknown or are not reasonably ascertainable, the Court shall issue a notice to creditors by publication. The notice shall be published on the Tribal website, in a Tribal newspaper and in one other local newspaper of general circulation for two consecutive publication dates and proof of publication shall be filed in the case record.

B. The last date for creditors to file claims against the estate shall be forty--five (45) days from receipt of notice or from the second date of publication, and are thereafter barred from any claim.

(Source: WOS 2011-003, January 8, 2011, Section XVI)

13.417 PAYMENT OF CREDITOR'S CLAIMS

A. All tangible personal property of the decedent that is of a unique keepsake nature, such as art, family heirlooms and photographs, is exempt from sale to pay for claims of creditors. The Court shall not order sale of such tangible personal property of the decedent to satisfy any liens or judgments of creditors.

(Source: WOS 2011-003, January 8, 2011, Section XVII)

13.418 FORM OF PROBATE PLEADINGS

The Tribal Court shall determine what documents must be filed in a small estate case.

(Source: WOS 2011-003, January 8, 2011, Section XVIII)

13.419 SEVERABILITY

If any section or provision of this Statute, or amendment made by this Statute, is found invalid, the remaining sections or provisions of this Statute and amendments made by this Statute shall continue in full force and effect.

(Source: WOS 2011-003, January 8, 2011, Section XIX)

13.420 EFFECTIVE DATE

Effective upon the signature of the Executive, or 30 days from submission to the Executive branch, or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2011-003, January 8, 2011, Section XX)

TITLE XIV. EMPLOYMENT

Chapter 1. Fair Employment

14.101 PURPOSE AND TITLE

The Little Traverse Bay Bands of Odawa Indians, in preserving tribal heritage while adapting to the present world, has established the Tribal Government Administration, and other commercial enterprises, including the Odawa Casino Resort and other ancillary enterprises to generate governmental services and revenues to promote health, education, Anishinaabe culture, safety and welfare of the Tribe and Tribal Citizens. Each employee of the Tribal Governmental Administration and the Odawa Casino Resort and ancillary enterprises is an intrinsic part of the Tribe's future and its success for future generations. Based on traditional cultural values, Little Traverse Bay Bands of Odawa Indians creates this Statute to ensure fair employment rights and the exercise and enforcement of such rights.

(Source: WOS 2008-011, October 5, 2008, Section I)

14.102 DEFINITIONS

A. *"Employee, Individual Contributor, or Team Member"* means an individual employed by the Little Traverse Bay Bands of Odawa Indians including Tribal Government Administration, commercial entities and the Odawa Casino Resort and ancillary enterprises and activities beginning on the first day of work and after the employment process and issuance of a temporary gaming license. The first ninety (90) days and up to a maximum of one-hundred and eighty (180) days of employment shall be considered an "Introductory Period." Independent contractors are excluded.

B. *"Employer"* means all departments and agencies of the Tribal Government Administration and commercial entities of the Little Traverse Bay Bands of Odawa Indians, including the Odawa Casino Resort and ancillary enterprises and activities.

C. *"Indian Gaming Regulatory Act"* means 25 U.S.C. §§ 2701-2721.

D. *"Malice"* means the intent, without just cause or reason, to commit a wrongful act that

will result in harm to another.

E. *"Management or Manager"* means any individual employed by the Tribal Government Administration, commercial entities, including the Odawa Casino Resort and ancillary enterprises and activities who has the authority, acting in the interest of Tribe, to cause another employee to be hired, transferred, suspended, laid off, recalled, promoted, discharged, assigned, rewarded or disciplined, either by taking such action or by recommending it to a superior; or who has the authority and responsibility to direct other employees. The exercise of this authority is not of a merely routine or clerical nature, but requires the exercise of independent judgment.

F. *"Odawa Casino Resort"* means the gaming enterprise, including related hotel and restaurant services and ancillary enterprises and activities, of the Tribe located at, or near 1760 Lears Road, Petoskey, Michigan, wherein the Tribe operates Class II and Class III gaming to generate governmental revenue for the Tribe pursuant to the Indian Gaming Regulatory Act.

G. *"Reckless indifference"* means conscious or reckless disregard of the consequences of one's acts or omissions.

H. *"Territorial Jurisdiction of the Little Traverse Bay Bands of Odawa Indians"* means *"areas referenced in Public Law 103-324, 25 USC Section 1300k-2(b)(2)(A) as the boundaries of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat.621."* Little Traverse Bay Bands Constitution, Article V(A)(1)(a).

I. *"Tribal Government Administration"* the operations and employees of the Tribal Government that provides for inherent self-governing authority as a federally recognized Indian tribe through its governmental activities expressly recognized or supported by Congress, including, but not limited to (1) the provision of health, housing, education, and other governmental services and programs to its members; (2) and the exercise and operation of its administrative, regulatory, and police power authorities within its territorial jurisdiction.

J. *"Tribe"* means the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2008-011, October 5, 2008, Section II)

14.103 TRIBAL COURT

1. The Tribal Court shall have the jurisdiction to hear charges of violations of rights afforded by this Statute within the confines of Tribal employment for employees of the Little Traverse Bay Bands of Odawa Indians including violations by third-parties.

2. This Statute does not provide for Tribal Court jurisdiction over limitation of employment based on economic necessity, such as lessening of hours of work, demotions and/or re-organization or restructuring, provided that business decisions are fair and equitable criteria including:

a. Equal treatment – Team Members shall be considered for layoff without regard for sex, race, color, age, religion, national origin, sexual orientation, disability, or veteran status.

b. Introductory Period – In cases of restructuring or reduction in force, employees who are in their initial 90 day introductory status and are in the job classifications(s) identified within the department specified for reduction in force shall be terminated. They will have no recall rights.

c. Skills and Abilities – a Team Member who does not possess the necessary skills and abilities required to perform the duties for the continued operation of the department shall be selected as an affected employee.

d. Performance – the average of the overall ratings on the three most recent written performance appraisals within the department submitted to the Human Resources Department, as well as other performance-related documents on department file shall be considered in selecting impacted employees.

e. Length of Service with the Company – the employee's length of continuous service to the Company shall be considered in selecting impacted employees. The employee(s) with the longest length of service shall be affected last after consideration of the above items.

f. Employees on Approved Leave of Absence – an employee on any approved leave of absence during an impacted period may be affected in accordance with the above considerations.

(Source: WOS 2008-011, October 5, 2008, Section III)

14.104 LIMITED WAIVER OF SOVEREIGN IMMUNITY

1. The Tribe clearly and expressly waives its sovereign immunity to the Equitable Remedies as set forth in this Statute and clearly and expressly waives its sovereign immunity to Damages as set forth within this Statute for Employers and limits such waiver to remedies as set forth within this Statute.

2. The Tribe clearly and expressly waives its sovereign immunity to Equitable Remedies as set forth in this Statute for officials, individual employees and/or managers and the Tribe clearly and expressly waives its sovereign immunity for Damages for officials, individual employees and/or managers who act beyond the scope of their duties and authority in which the actions include either acting with malice or with reckless indifference to the rights afforded under this Statute as set forth within this Statute and limits such waiver to remedies as set forth within this Statute.

3. The Tribe asserts no sovereign immunity for third-parties; and limits the remedies as set forth by this Statute.

(Source: WOS 2008-011, October 5, 2008, Section IV)

14.105 REMEDIES BEFORE THE TRIBAL COURT FOR VIOLATIONS BY THE EMPLOYER

1. Any charge of violation must be filed with the Tribal Court within one-hundred and eighty (180) days of the alleged violation.

2. In any action filed under this Statute, the Tribal Court may grant the remedies set forth

for violations of the Employer:

a. *Equitable Remedies.* If the Tribal Court finds that employment rights violation occurred, its judgment must specify an appropriate remedy or remedies for that violation. The remedies may include, but are not limited to:

1. An order to cease and desist from the unlawful practices specified in the order;

2. An order to employ or reinstate the employee, with or without back pay or reasonable front pay if reinstatement is unfeasible;

b. *Damages.* If the Tribal Court finds a blatant employment rights violation, the Tribal Court may additionally award compensatory, punitive damages or fines as provided in this subparagraph.

1. A complainant may recover compensatory damages against an employer for future pecuniary losses, emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, and other nonpecuniary losses.

2. A complainant may recover punitive damages against an employer if the complainant demonstrates that the employer engaged in an unlawful employment rights violation with malice or with reckless indifference to the rights of an aggrieved individual protected by this Statute.

c. The total sum of compensatory, punitive damages and/or fines may not exceed:

i. $50,000 if the respondent has more than 14 and fewer than 101 employees in each of 20 or more calendar weeks in the current or preceding calendar year;

ii. $100,000 if the respondent has more than 100 and fewer than 201 employees in each of 20 or more calendar weeks in the current or preceding calendar year;

iii. $200,000if the respondent has more than 200 and fewer than 501 employees in each of 20 or more calendar weeks in the current or preceding calendar year;

iv. $300,000 if the respondent has more than 500 employees in each of 20 or more calendar weeks in the current or preceding calendar year.

(Source: WOS 2018-013, August 15, 2018, Section V(2)(c))

d. When a discriminatory practice involves the provision of a reasonable accommodation, damages may not be awarded when the employer demonstrates good faith efforts, in consultation with the person with the disability who has informed the employer that accommodation is needed, to identify and make a reasonable accommodation that would provide that individual with an equally effective opportunity and would not cause an undue hardship on the operation of the business.

e. The Tribal Court may award reasonable attorney fees and costs in its discretion to the prevailing party.

f. The Tribal Court may award the opposing party any penalties for frivolous claims or any other appropriate remedies as the Tribal Court deems.

(Source: WOS 2008-011, October 5, 2008, Section V)

14.106 REMEDIES BEFORE THE TRIBAL COURT FOR VIOLATIONS BY AN INDIVIDUAL EMPLOYEE OR MANAGER

1. Any charge of violation must be filed with the Tribal Court within one-hundred and eighty (180) days of the alleged violation.

2. In any action filed under this Statute, the Tribal Court may grant the remedies set forth for violations of an Individual Employee or Manager:

a. *Equitable Remedies.* If the Tribal Court finds that employment rights violation occurred, its judgment must specify an appropriate remedy or remedies for that violation. The remedies may include, but are not limited to:

a. An order to cease and desist from the unlawful practices specified in the order;

b. *Damages.* If the Tribal Court finds a blatant employment rights violation, the Tribal Court may award punitive damages or fines as provided in this subparagraph.

1. A complainant may recover punitive damages against an individual employee and/or manager if the complainant demonstrates that the individual employee and/or manager engaged in an unlawful employment rights violation with malice or with reckless indifference to the rights of an aggrieved individual protected by this Statute.

c. The total sum of compensatory, punitive damages and/or fines may not exceed:

i. $50,000 if the respondent has more than 14 and fewer than 101 employees in each of 20 or more calendar weeks in the current or preceding calendar year;
ii. $100,000 if the respondent has more than 100 and fewer than 201 employees in each of 20 or more calendar weeks in the current or preceding calendar year;
iii. $200,000if the respondent has more than 200 and fewer than 501 employees in each of 20 or more calendar weeks in the current or preceding calendar year;
iv. $300,000 if the respondent has more than 500 employees in each of 20 or more calendar weeks in the current or preceding calendar year.

(Source: WOS 2018-013, August 15, 2018, Section VI(2)(c))

d. When a discriminatory practice involves the provision of a reasonable accommodation, damages may not be awarded when the employer demonstrates good faith efforts, in consultation with the person with the disability who has informed the employer that accommodation is needed, to identify and make a reasonable accommodation that would provide that individual with an equally effective opportunity

and would not cause an undue hardship on the operation of the business.

e. The Tribal Court may award reasonable attorney fees and costs in its discretion to the prevailing party.

f. The Tribal Court may award the opposing party any penalties for frivolous claims or any other appropriate remedies as the Tribal Court deems.

(Source: WOS 2008-011, October 5, 2008, Section VI)

14.107 REMEDIES BEFORE THE TRIBAL COURT FOR VIOLATIONS BY THIRD PARTIES

1. Any charge of violation must be filed with the Tribal Court within one-hundred and eighty (180) days of the alleged violation.

2. In any action filed under this Statute, the Tribal Court may grant the remedies set forth for violations of a third party:

a. *Equitable Remedies.* If the Tribal Court finds that employment rights violation occurred, its judgment must specify an appropriate remedy or remedies for that violation. The remedies may include, but are not limited to:

1. An order to cease and desist from the unlawful practices specified in the order;

b. *Damages.* If the Tribal Court finds a blatant employment rights violation, the Tribal Court may award punitive damages or fines as provided in this subparagraph.

1. A complainant may recover punitive damages against an individual employee and/or manager if the complainant demonstrates that the individual employee and/or manager engaged in an unlawful employment rights violation with malice or with reckless indifference to the rights of an aggrieved individual protected by this Statute.

c. The total sum of compensatory, punitive damages and/or fines may not exceed:

i. $50,000 if the respondent has more than 14 and fewer than 101 employees in each of 20 or more calendar weeks in the current or preceding calendar year;

ii. $100,000 if the respondent has more than 100 and fewer than 201 employees in each of 20 or more calendar weeks in the current or preceding calendar year;

iii. $200,000if the respondent has more than 200 and fewer than 501 employees in each of 20 or more calendar weeks in the current or preceding calendar year;

iv. $300,000 if the respondent has more than 500 employees in each of 20 or more calendar weeks in the current or preceding calendar year.

(Source: WOS 2018-013, August 15, 2018, Section VII(2)(c))

d. When a discriminatory practice involves the provision of a reasonable accommodation, damages may not be awarded when the employer demonstrates good faith efforts, in consultation with the person with the disability who has informed the employer that accommodation is needed, to identify and make a reasonable accommodation that would provide that individual with an equally effective opportunity and would not cause an undue hardship on the operation of the business.

e. The Tribal Court may award reasonable attorney fees and costs in its discretion to the prevailing party.

f. The Tribal Court may award the opposing party any penalties for frivolous claims or any other appropriate remedies as the Tribal Court deems.

(Source: WOS 2008-011, October 5, 2008, Section VII)

14.108 EMPLOYMENT DISCRIMINATION AND SEXUAL HARASSMENT

1. Recognizing the traditional Odawak value of equality, mutual respect and respect for

differences, persons employed or seeking employment with the Tribe enjoy the right not to be unlawfully discriminated against based on religion, race, color, national origin, ethnicity, age, sex, height, weight, familial status, marital status, disability, perceived disability, sexual orientation, arrest or detention records, or other disposition in which a conviction did not result; in the areas of hiring and firing; compensation, assignment, or classification of employees; transfer, promotion, layoff, or recall; job advertisements; recruitment; testing; use of company facilities; training and apprenticeship programs; fringe benefits; pay, retirement plans, and disability leave; or other terms and conditions of employment.

2. Employees enjoy the right to be free from harassment on the basis of religion, race, color, national origin, ethnicity, age, sex, height, weight, familial status, marital status, disability, perceived disability or sexual orientation;

3. Employees have the right to have decision made by Tribe to be free from stereotypes or assumptions about their abilities, traits, or performance of individuals based on certain religion, race, color, national origin, ethnicity, age, sex, height, weight, familial status, marital status, disability, perceived disability or sexual orientation;

4. An employee shall not be denied employment opportunities because of marriage to, or association or participation with, an individual of a particular religion, race, color, national origin, ethnicity, age, sex, disability, perceived disability or sexual orientation.

5. All employees have the right to be paid the same as other employees who perform substantially equal work in the same establishment with same skill, effort, responsibility and working conditions other than differentials that are permitted based on seniority, merit, quantity or quality of production, or any other factor other than sex or gender.

6. Employees enjoy the right to be free from unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. In particular if the offense is directly linked to an individual's terms of employment or forms the basis for employment decisions affecting the individual.

7. Employees enjoy the right to work free from interference of sexual propositions, pornography, vulgar language, sexual touching, degrading comments, or embarrassing questions

or jokes.

(Source: WOS 2008-011, October 5, 2008, Section VIII)

14.109 INDIAN PREFERENCE IN HIRING, PROMOTION AND TRAINING

In the exercise of its inherent self-governing authority over its Citizens and territory, the Tribe ensures that Citizens of the Tribe and other Federally Recognized Tribal Citizens be given priorities for employment and retention of employment over non-Citizens of the Tribe. The provision of such employment preferences for Tribal Citizens promotes the public health and welfare of the Tribe by allowing the benefits of economic development within the territorial jurisdiction of the Tribe to be realized by Citizens of the Tribe and other Federally Recognized Tribal Citizens. Employees shall have all rights provided by *Indian Preference in Tribal Employment Statute*, WOS 2002-04, and any successor law and the *Indian Preference in Tribal Employment Statute* shall supersede any rights provided by this Statute.

(Source: WOS 2008-011, October 5, 2008, Section IX)

14.110 LAWFUL EMPLOYMENT DISCRIMINATION

1. The use of Indian Preference as defined in this Statute shall not be construed to prohibit any action to provide employment preferences to Tribal Citizens or members of the other Federally Recognized Indian Tribes as permitted under federal law 42 U.S.C. 2000e-2(i).

2. Limitations on the employment of minors shall not be construed as discrimination if complying with Tribal and/or federal laws relating to employment of minors.

3. Limitations on assignments of individuals with an infectious or communicable disease is governed by the following:

> **a.** In any case in which an individual has an infectious or communicable disease that is transmitted to others through the handling of food, that is published by the United States Secretary of Health and Human Services and which can not be eliminated by reasonable accommodation.

4. Limitation on benefits for marriages that involve same-sex marriages.

(Source: WOS 2008-011, October 5, 2008, Section X)

14.111 DOMESTIC LEAVE AND MILITARY LEAVE

1. An eligible employee enjoys the right to take unpaid leave for the following:

a. care for employee's child after birth or placement for adoption or foster care;

b. to care for the employee's spouse, son or daughter or parent who has serious health condition;

c. for a serious health condition that makes the employee unable to perform the occupational functions of the employee's job;

d. compulsory military duty or a spouse or parent of a person called to military service lasting longer than thirty (30) days.

2. Upon return from domestic leave or compulsory military duty or any period of active duty in the National Guard or other military reserve units, an employee may not be discharged or subjected to adverse employment action for taking such leave.

3. Upon return from domestic leave or compulsory military duty or any period of active duty in the National Guard or other military reserve units, an employee shall be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

4. Eligibility criteria, procedures and guidelines in the Employee Handbook shall apply but shall not diminish the rights provided by this Statute subject to reasonable limitations and certification as set out in the Employee Handbook.

(Source: WOS 2008-011, October 5, 2008, Section XI)

14.112 EMPLOYMENT LEAVE FOR VICTIMS OF VIOLENCE

1. An employee who is a victim of domestic abuse, sexual assault, stalking, or other domestic violence-related crimes may take up to thirty (30) days of unpaid leave to seek a restraining order, obtain medical care or counseling, locate safe housing or find or make secure housing arrangements, or seek legal assistance and prepare for or attend court-related proceedings.

2. Upon return from leave, an employee may not be discharged or subjected to adverse employment action for taking such leave.

3. Upon return from leave, an employee shall be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

4. Eligibility criteria, procedures and guidelines in the Employee Handbook shall apply but shall not diminish the rights provided by this Statute subject to reasonable limitations and certification as set out in the Employee Handbook.

(Source: WOS 2008-011, October 5, 2008, Section XII)

14.113 EMPLOYEE LIVING WAGES

A. In order to maintain a minimum standard of living necessary for health, efficiency and general well-being of all employees within its jurisdiction, the Little Traverse Bay Bands of Odawa Indians has set forth the following to establish a LTBB Living Wage:

> **1.** The LTBB Living Wage shall be based on based on the formula from the United States Department of Agriculture (USDA) and Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) and Fair Market Rent price as found at Rentdata.org, an independent organization; and the basis of the formula is as follows: the rent for an average 2 to 3-bedroom rental housing cost, multiplied by twelve (12) months, divided by percentage rate of rent required by NAHASDA (30%) divided by the yearly standard hours of 2080, sets the living hourly wage.

2. The LTBB Living Wage adjustment shall be automatic and shall continue to increase by three (3) percent at the beginning of each fiscal year unless it is either repealed or replaced by Tribal Resolution, or Statute.

(Source: WOS 2019-012, August 30, 2019, Section XIII(A)(1-2))

B. An employer who employs those that receive tips is required to pay in hourly wages, plus the tips, equal to at least the LTBB Living Wage. The employee must retain all tips if the employee customarily and regularly receives more than $30 a month in tips. If an employee's tips combined with the employer's direct wages do not equal the LTBB Living Wage, the employer must make up the difference.

C. To assist Tribal Council in making a determination of the amount set for the living wage, the living wage shall be at least one dollar or more than the minimum wage as outlined by the U.S. Fair Labor Standards Act of 1938 as amended (FLSA). For the purposes of interpreting and enforcing this section, the Tribal Court may look to the FLSA and regulations thereunder as well as relevant case law for guidance, provided however that nothing in this Statute shall be construed as an adoption by the Tribe of the FLSA, nor a waiver of sovereign immunity from suit for any claims or process under the FLSA.

(Amendment Source: WOS 2013-010, July 23, 2013, Repeal and Replace Section XIII)

14.114 EMPLOYEE HOURS

A. Hourly employees are paid at their regular rate of pay and are paid for all hours worked.

B. Hourly employee shall not be employed for a workweek longer than forty (40) hours unless such employee receives overtime compensation for the employee's employment in excess of forty (40) hours at a rate not less than one and one-half times the regular rate at which the employee is employed or the employee may choose compensatory time (also referred to as Paid Time Off, PTO) for hours worked in excess of forty (40) hours worked in a work week at a rate not less than one and one-half times the hours worked in excess of forty (40).

C. Law Enforcement personnel may work under a "14 day work period". Under a 14 day work period, a police officer is due overtime pay only if, when and to the extent actual hours worked exceed eighty (80) hours in the 14 day work period.

D. Exempt employees shall not receive overtime for hours worked in excess of forty (40) hours worked in a work week.

E. Exempt employees are generally executive employees, administrative employees, outside sales employees, learned professional employees, computer employees, creative professional employees, highly compensated employees, and meet the following:

1. Executive Employee whose primary duty is management of the enterprise or a recognized department or subdivision. Customarily and regularly directs the work of two or more other employees; AND has authority to hire or fire other employees, OR the employee'ssuggestions as to hiring, firing, promotion or other change of status of other employees are given particular weight.

2. Administrative employee whose primary duty is the performance of office or nonmanual work directly related to the management or general business operations of the employer or the employer's customers. Primary duty includes the exercise of discretion and independent judgment with respect to matters of significance. Customarily and regularly exercises discretionary powers and independent judgment in performing the job.

3. Outside Sales employee whose primary duty is making sales or obtaining orders or contracts for services, or for the use of facilities for which a consideration will be paid by the client or customer. The employee is customarily and regularly engaged away from the employer's place or places of business. The salary requirements of this section does not apply.

4. Learned Professional employee whose primary duty is the performance of work requiring advanced knowledge, defined as work which is predominantly intellectual in character, requiring the consistent exercise of discretion and judgment. The advanced knowledge must be in a field of science or learning and customarily acquired by a

prolonged course of specialized intellectual instruction.

5. Computer employee whose primary duty of:

a. application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional applications;

b. design, development, documentation, analysis, creation, testing, or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

c. design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

d. a combination of duties described in (a.), (b.), and (c.), and the performance of which requires the same level of skills.

6. Creative professional employee whose primary duty is the performance of work requiring invention, imagination, originality, or talent in a recognized field of artistic or creative endeavor.

7. Employee whose is paid at least $913 per week ($47,476 for a full-year worker) or more; and customarily and regularly perform at least one of the duties of an exempt executive, administrative, or professional employee.

8. Employee who has an annual earnings are $134,004 or more which may include commissions, nondiscretionary bonuses and other nondiscretionary compensation earned; and customarily and regularly perform at least one of the duties of an exempt executive, administrative, or professional employee.

F. For the purposes of interpreting and enforcing this section, the Tribal Court may look to the FLSA and regulations thereunder as well as relevant case law for guidance, provided however that nothing in this Statute shall be construed as an adoption by the Tribe of the FLSA,

nor a waiver of sovereign immunity from suit for any claims or process under the FLSA.

(Amendment Source: WOS 2016-007, September 1, 2016, deemed enacted, Repealed and Replaced Section XIV of WOS 2013-010)

14.115 FREEDOM TO WORK WITHOUT JOINING A UNION AND RIGHT TO WORK

1. *"Labor organization, labor association, or labor union"* means any organization of employees organized for the purpose of bargaining over hours of employment, rates of pay, working conditions, grievances, or other terms or conditions of employment.

2. Persons employed by Tribe enjoy the right to work and are free from joining a union as a condition of employment or continuation of employment nor shall any corporation, individual or association of any kind enter into any agreement, written or oral, which excludes any person from employment or continuation of employment because of non-membership in a labor organization.

3. Additionally, persons employed by the Tribe as a matter of rights, are free from any of the following:

a. become or remain a member of a labor organization;

b. pay dues, fees, assessments or other charges of any kind or amount to a labor organization;

c. pay to any charity or other third party, in lieu of such payments, any amount equivalent to or a pro-rata portion of dues, fees, assessments or other charges regularly required of members of a labor organization without the signed written authorization of such deductions;

d. be recommended, approved, referred or cleared through a labor organization.

e. restraints and coercion by any labor organization.

f. any deduction from wages, earnings or compensation without written consent.

(Source: WOS 2008-011, October 5, 2008, Section XV)

14.116 ENFORCEMENT

The Tribal Court has exclusive civil jurisdiction over any actions brought under this Statute and may order such remedies as the Tribal Court deems appropriate. Any Employer shall have the right to suspend or terminate the employment of any employee found to be in violation of this Statute.

(Source: WOS 2008-011, October 5, 2008, Section XVI)

14.117 EXHAUSTION OF REMEDIES

1. An employee must pursue any administrative claim, if available, with diligence and in good faith.

2. An employee may not cut short the administrative process prior to its final disposition, for upon abandonment a complainant fails to exhaust administrative relief and may not thereafter seek redress from the courts.

3. "Procedural due process rights" means the right to adequate notice, a meaningful opportunity to be heard, and the right to representation at the employee's option and expense.

(Source: WOS 2008-011, October 5, 2008, Section XVII)

14.118 SAVING CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws, ordinances or statutes of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part,

paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2008-011, October 5, 2008, Section XVIII)

14.119 EFFECTIVE DATE

Effective upon signature of the Executive or shall be deemed enacted if not expressly vetoed by the Executive within thirty (30) days of submission. The Tribal Council may, by an affirmative vote of seven (7) members of the Tribal Council, override a veto by the Executive.

(Source: WOS 2008-011, October 5, 2008, Section XIX)

Chapter 2. Management and Labor Relations

14.201 PURPOSE AND TITLE

The Little Traverse Bay Bands of Odawa Indians (the "Tribe") exercises powers of self-government over its Citizens and territory. The Tribe has inherent authority to govern labor relations within its jurisdiction, and this includes regulating the terms and conditions under which collective bargaining may or may not occur within its tribal government and commercial enterprises. The Tribe's inherent authority further includes the right to protect the health, welfare, and political integrity of the Tribe from being harmed or threatened by the activities within the Tribe's territory. The purpose of this Statute is to protect essential attributes of tribal self-government and the health and welfare of the Citizens of the Tribe if labor organizations seek to conduct operations within the jurisdiction of the Tribe.

(Source: WOS 2008-013, October 5, 2008, Section I)

14.202 DEFINITIONS

A. "*Commercial Enterprises"* means the Odawa Casino Resort and ancillary enterprises and activities and other tribally owned enterprises or businesses.

B. *"Employee, Individual Contributor, or Team Member"* means an individual employed Little Traverse Bay Bands of Odawa Indians including Tribal Government Administration, commercial entities including the Odawa Casino Resort and ancillary enterprises and activities beginning on the first day of work and after the employment process and issuance of a temporary gaming license. The first ninety (90) days and up to a maximum of one-hundred and eighty (180) days of employment shall be considered an "Introductory Period." Independent contractors are excluded.

C. *"Employer"* means all departments and agencies of the Tribal Government Administration and commercial entities of the Tribe, including the Odawa Casino Resort and ancillary enterprises and activities.

D. "*Gaming Regulatory Commission"* means the Little Traverse Bay Bands of Odawa Indians Gaming Regulatory Commission established pursuant to Waganakising Odawak Statute 2005-06, May 15, 2005 or as amended.

E. *"Indian Gaming Regulatory Act"* means 25 U.S.C. §§ 2701-2721.

F. *"Labor organization, labor association, or labor union"* means any organization of employees organized for the purpose of bargaining over hours of employment, rates of pay, working conditions, grievances, or other terms or conditions of employment.

G. *"Lock Out"* means any action by the Tribe that prevents its employees from going to work for the purpose of coercing employees to accept terms or conditions sought by the Tribe in a negotiation with a labor organization representing the employees.

H. *"Malice"* means the intent, without just cause or reason, to commit a wrongful act that will result in harm to another.

I. *"Management"* means any individual employed by the Tribal Government Administration, commercial entities, including the Odawa Casino Resort and ancillary enterprises and activities who has the authority, acting in the interest of LTBB, to cause another

employee to be hired, transferred, suspended, laid off, recalled, promoted, discharged, assigned, rewarded or disciplined, either by taking such action or by recommending it to a superior; or who has the authority and responsibility to direct other employees. The exercise of this authority is not of a merely routine or clerical nature, but requires the exercise of independent judgment.

J. "*Odawa Casino Resort"* means the gaming enterprise, including related hotel and restaurant services, of the Tribe located in Petoskey, Michigan, wherein the Tribe operates Class II and Class III gaming to generate governmental revenue for the Tribe pursuant to the Indian Gaming Regulatory Act.

K. *"Reckless indifference"* means conscious or reckless disregard of the consequences of one's acts or omissions.

L. "*Territorial Jurisdiction of the Little Traverse Bay Bands of Odawa Indians"* means *"areas referenced in Public Law 103-324, 25 USC Section 1300k-2(b)(2)(A) as the boundaries of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat.621."* Little Traverse Bay Bands Constitution, Article V(A)(1)(a).

M. *"Tribal Court"* means the Tribal Court of LTBB that has jurisdiction to hear charges of violations of rights afforded by this Statute including violations by third-parties.

N. *"Tribal Government Administration"* the operations and employees of the Tribal Government Administration that provides for inherent self-governing authority as a federally recognized Indian tribe through its governmental activities expressly recognized or supported by the United States Congress, including, but not limited to **(1)** the provision of health, housing, education, and other governmental services and programs to its Citizens; **(2)** the exercise and operation of its administrative, regulatory, and police power authorities within its territorial jurisdiction.

O. *"Tribe"* or *"LTBB"* means the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2008-013, October 5, 2008, Section II)

14.203 FAIR RIGHT TO WORK

A. With respect to employment or the terms or conditions of employment within any Tribal Government or Tribal commercial enterprise including the Odawa Casino Resort and ancillary enterprises and activities:

1. The right to work must be protected and maintained free from undue restraints and coercion. The right of persons to work shall not be denied or abridged by any Employer or by any labor organization on account of membership or non-membership in any labor union, labor organization, or association.

2. No person shall be required to become or remain a member of any labor union or labor organization as a condition of employment or continuation of employment.

3. No person, as a condition of employment or continuation of employment, shall be required to pay any dues, fees, or other charges of any kind to any labor union or labor organization or to pay to any charity or other third party, in lieu of such payments, any amount equivalent to or a pro-rata portion of dues, fees, assessment or other charges regularly required of members of a labor organization.

4. No person shall be required, as a condition of employment or continuation of employment to be recommended, approved, referred, or cleared by or through a labor organization.

5. It shall be unlawful to deduct from the wages, earnings or compensation of an employee any union dues, fees, assessments, or other charges to be held for, transferred to, or paid over to a labor organization, unless the employee has first presented, and the Employer has received, a signed written authorization of such deductions, which authorization may be revoked by the employee at any time by giving written notice of such revocation to the Employer.

6. No person shall be required by any Employer to abstain or refrain from membership in any labor union or labor organization as a condition of employment or continuation of employment.

7. It shall be unlawful for any person, labor organization, or officer, agent or member thereof, or Employer, or officer or agent thereof, by any threatened or actual intimidation of an employee or prospective employee or his parents, spouse, children, grandchildren, or any other persons residing in the employee's or prospective employee's home, or by any damage or threatened damage to his property, to compel or attempt to compel such employee or prospective employee to join, affiliate with, or financially support a labor organization or to refrain from doing so, or to otherwise forfeit his rights as guaranteed by provisions of this Statute. It shall be unlawful to cause or attempt to cause such employee to be denied employment or discharged from employment because of support or nonsupport of a labor organization by inducing or attempting to induce any other person to refuse to work with such employee.

8. Any agreement, understanding or practice, written or oral, implied or expressed, between any labor organization and an Employer which violates the rights of employees as guaranteed by the provisions of this Statute is hereby declared to be against public policy and is null and void and of no legal effect.

(Source: WOS 2008-013, October 5, 2008, Section III)

14.204 LIMITED WAIVER OF SOVEREIGN IMMUNITY

A. The Tribe clearly and expressly waives its sovereign immunity to the Equitable Remedies as set forth in this Statute and clearly and expressly waives its sovereign immunity to Damages as set forth within this Statute for Employers and limits such waiver to remedies as set forth within this Statute.

B. The Tribe clearly and expressly waives its sovereign immunity to Equitable Remedies as set forth in this Statute for officials, individual employees and/or managers and the Tribe clearly and expressly waives its sovereign immunity for Damages for officials, individual employees and/or managers who act beyond the scope of their duties and authority in which the actions include either acting with malice or with reckless indifference to the rights afforded under this Statute as set forth within this Statute and limits such waiver to remedies as set forth within this Statute.

C. The Tribe asserts no sovereign immunity for third-parties; and limits the remedies as set forth by this Statute.

(Source: WOS 2008-013, October 5, 2008, Section IV)

14.205 REMEDIES BEFORE THE TRIBAL COURT FOR VIOLATIONS BY THE EMPLOYER

A. Any charge of violation must be filed with the Tribal Court within one-hundred and eighty (180) days of the alleged violation.

B. In any action filed under this Statute, the Tribal Court may grant the remedies set forth for violations of the Employer:

1. *Equitable Remedies.* If the Tribal Court finds that employment rights violation occurred, its judgment must specify an appropriate remedy or remedies for that violation. The remedies may include, but are not limited to:

a. An order to cease and desist from the unlawful practices specified in the order;

b. An order to employ or reinstate the employee, with or without back pay or reasonable front pay if reinstatement is unfeasible;

2. *Damages.* If the Tribal Court finds a blatant employment rights violation, the Tribal Court may additionally award compensatory, punitive damages or fines as provided in this subparagraph.

a. A complainant may recover compensatory damages against an employer for future pecuniary losses, emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, and other non-pecuniary losses.

b. A complainant may recover punitive damages against an employer if the

complainant demonstrates that the employer engaged in an unlawful employment rights violation with malice or with reckless indifference to the rights of an aggrieved individual protected by this Statute.

3. The total sum of compensatory, punitive damages and/or fines may not exceed $50,000, excluding the amount for actual loss of wages.

4. When a discriminatory practice involves the provision of a reasonable accommodation, damages may not be awarded when the employer demonstrates good faith efforts, in consultation with the person with the disability who has informed the employer that accommodation is needed, to identify and make a reasonable accommodation that would provide that individual with an equally effective opportunity and would not cause an undue hardship on the operation of the business.

5. The Tribal Court may award reasonable attorney fees and costs in its discretion to the prevailing party.

6. The Tribal Court may award the opposing party any penalties for frivolous claims or any other appropriate remedies as the Tribal Court deems.

(Source: WOS 2008-013, October 5, 2008, Section V)

14.206 REMEDIES BEFORE THE TRIBAL COURT FOR VIOLATIONS BY AN INDIVIDUAL EMPLOYEE OR MANAGER

A. Any charge of violation must be filed with the Tribal Court within one-hundred and eighty (180) days of the alleged violation.

B. In any action filed under this Statute, the Tribal Court may grant the remedies set forth for violations of an Individual Employee or Manager:

1. *Equitable Remedies.* If the Tribal Court finds that employment rights violation occurred, its judgment must specify an appropriate remedy or remedies for that violation. The remedies may include, but are not limited to:

a. An order to cease and desist from the unlawful practices specified in the order;

2. *Damages.* If the Tribal Court finds a blatant employment rights violation, the Tribal Court may award punitive damages or fines as provided in this subparagraph.

a. A complainant may recover punitive damages against an individual employee and/or manager if the complainant demonstrates that the individual employee and/or manager engaged in an unlawful employment rights violation with malice or with reckless indifference to the rights of an aggrieved individual protected by this Statute.

3. The total sum of punitive damages and/or fines may not exceed $50,000, excluding the amount for actual loss of wages from each individual employee and/or manager.

4. When a discriminatory practice involves the provision of a reasonable accommodation, damages may not be awarded when the employer demonstrates good faith efforts, in consultation with the person with the disability who has informed the employer that accommodation is needed, to identify and make a reasonable accommodation that would provide that individual with an equally effective opportunity and would not cause an undue hardship on the operation of the business.

5. The Tribal Court may award reasonable attorney fees and costs in its discretion to the prevailing party.

6. The Tribal Court may award the opposing party any penalties for frivolous claims or any other appropriate remedies as the Tribal Court deems.

(Source: WOS 2008-013, October 5, 2008, Section VI)

14.207 REMEDIES BEFORE THE TRIBAL COURT FOR VIOLATIONS BY THIRD PARTIES

A. Any charge of violation must be filed with the Tribal Court within one-hundred and eighty (180) days of the alleged violation.

B. In any action filed under this Statute, the Tribal Court may grant the remedies set forth for violations of a third party:

1. *Equitable Remedies.* If the Tribal Court finds that employment rights violation occurred, its judgment must specify an appropriate remedy or remedies for that violation. The remedies may include, but are not limited to:

a. An order to cease and desist from the unlawful practices specified in the order;

2. *Damages.* If the Tribal Court finds a blatant employment rights violation, the Tribal Court may award punitive damages or fines as provided in this subparagraph.

a. A complainant may recover punitive damages against a third party if the complainant demonstrates that the third party engaged in an unlawful employment rights violation with malice or with reckless indifference to the rights of an aggrieved individual protected by this Statute.

(Section 2. amended by WOS 2008-013, December 7, 2008)

b. The total sum of punitive damages and/or fines may not exceed $50,000, excluding the amount for actual loss of wages from each individual third party.

c. When a discriminatory practice involves the provision of a reasonable accommodation, damages may not be awarded when the third party demonstrates good faith efforts, in consultation with the person with the disability who has informed the third party that accommodation is needed, to identify and make a reasonable accommodation that would provide that individual with an equally effective opportunity and would not cause an undue hardship on the operation of the business.

3. The total sum of punitive damages and/or fines may not exceed $50,000, excluding the amount for actual loss of wages from each individual third party.

4. When a discriminatory practice involves the provision of a reasonable accommodation, damages may not be awarded when the employer demonstrates good faith efforts, in consultation with the person with the disability who has informed the employer that accommodation is needed, to identify and make a reasonable accommodation that would provide that individual with an equally effective opportunity and would not cause an undue hardship on the operation of the business.

5. The Tribal Court may award reasonable attorney fees and costs in its discretion to the prevailing party.

6. The Tribal Court may award the opposing party any penalties for frivolous claims or any other appropriate remedies as the Tribal Court deems.

(Source: WOS 2008-013, October 5, 2008, Section VII)

14.208 STRIKES AND LOCKOUTS

A. Each employee offers a critical service to the operations of the Tribe and its Tribal Government Administration and commercial entities, including the Odawa Casino Resort, ancillary enterprises and activities. These critical services provide and generate revenue for support services for Tribal Citizens and the Tribe, and are critical to the public health, safety, and welfare of the Tribe.

B. An employee shall not strike and the Tribe shall not institute a lockout. The Tribe does not violate this Statute if there is a total or partial cessation of the Tribal Government Administration, the Odawa Casino Resort and other ancillary enterprises operations in response to a strike held in violation of this Statute.

C. This Statute does not limit, impair, or affect the right of a employees to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of employment or their betterment as long as the expression or

communication does not interfere with the full, faithful, and proper performance of the duties of employment.

D. An employee shall be considered on strike, if the employee who, without the lawful approval of his or her supervisor, willfully absents himself or herself from their position, or abstains in whole or in part from the full, faithful and proper performance of his or her duties for the purpose of:

1. including, influencing or coercing a change in employment conditions, compensation, rights, privileges or obligations of employment; or

2. protesting or responding to an act alleged or determined to be an unfair labor practice committed by the employer,

(Section D amended by WOS 2008-013, December 7, 2008)

E. If an employer alleges that there is a strike by one (1) or more employees in violation of this Statute, the employer may file such violation with the Tribal Court of the full or partial days an employee was engaged in the alleged strike.

F. If an employee alleges that there is a lockout by the employer in violation of this Statute, the employee may file such violation with the Tribal Court of the full or partial days of the alleged lockout.

G. The Tribal Court shall conduct a hearing within sixty (60) days of the alleged violation and shall issue its decision and order. If the Court finds that a violation has occurred the Court may fine each employee or the employer.

H. The Tribal Court shall transmit money received from fines imposed by this Statute to the General Fund of the Tribe.

(Source: WOS 2008-013, October 5, 2008, Section VIII)

14.209 LICENSING AND REGISTRATION OF LABOR ORGANIZATIONS

A. No labor organization shall engage in organizing employees including solicitation of union membership in any manner, without a license, issued by the Little Traverse Bay Bands of Odawa Indians Gaming Regulatory Commission, which shall provide as follows:

1. the right of such labor organization to be present and conduct business within the Tribe's territorial jurisdiction is a privilege, subject to the consent and regulatory authority of the Tribe;

2. the consent of the Tribe to allow such labor organization to be present and conduct business within the territory jurisdiction of the Tribe is conditioned upon such labor organization's agreement to be subject to the laws of the Tribe and its regulatory authority, including this Statute;

3. in consideration of the Tribe's consent to such labor organization's conduct of business within the territorial jurisdiction of the Tribe, such labor organization agrees to

a) comply with all rules, regulations, and laws of the Tribe
b) submit to the jurisdiction of the Tribe, including its Tribal Court, and
c) pay an annual business license fee in the amount of fifty dollars, ($50.00.).

4. such labor organization agrees that a license issued by the Tribe for conducting business within the territorial jurisdiction of the Tribe may be revoked by the Tribe at any time, with or without hearing, for any failure to comply with the laws of the Tribe; and

5. such other requirement as the Gaming Regulatory Commission may require under its regulations.

B. Subject to the requirements of this Statute and the Administrative Procedures Statute (Waganakising Odawak Statute 2008-001, as may be amended or replaced) the Gaming Regulatory Commission is authorized to promulgate such regulations as it deems necessary to investigate and license any labor organization seeking to conduct business within the territorial jurisdiction of the Tribe.

(Section B. amended by WOS 2008-013, December 7, 2008)

C. Every labor organization engaged in organizing any including the solicitation of union membership in any manner, shall file a report with the Enjinaaknegeng within Twenty-one (21) days of initiating any such organizing effort. The report, which shall be filed by the president of the labor organization, shall contain the following information:

1. The name and address of the labor organization;

2. The names and addresses of the president, secretary, treasurer, and business agent of the labor organization;

3. The name and address of the national and/or international organization, if any, with which the labor organization is affiliated;

4. A copy of the current constitution, by-laws, or other written rules governing the organization;

5. All information regarding qualifications for or restrictions on membership; levying of assessments; participation in insurance or other benefit plans; authorization for disbursement of labor organization funds; audit of labor organization financial transactions; the calling of regular and special meetings; the selection of officers and stewards and any representatives to other bodies composed of labor organizations' representatives; a specific statement of the manner in which each current officer was elected, appointed, or otherwise selected; discipline or removal of officers or agents for breaches of their trust and a specific statement regarding any past disciplinary action of removal of officers or agents for breach of their trust; impositions of fines, suspensions and expulsions of members including the grounds for such action and any provisions made for notice, hearing, judgment on the evidence, and appeal procedures, along with a detailed statement regarding any imposition of fines, suspensions and expulsions of members in the past calendar year; and

6. A copy of the Labor Organization's Annual Report, as reported on the United States Department of Labor's Form LM-2.

D. The president of any such labor organization described in subsection (a) shall file with the Office of General Counsel for the Tribe a notice of any changes to the information required above within 10 days after the changes are made and provide any additional information requested by the Tribe's Office of General Counsel.

E. Should a labor organization establish representation of any employees for any Employer, it shall provide the foregoing information on an annual basis, no later than the first Monday in January, which is not otherwise designated a tribal holiday.

F. It shall be a violation of this section for any labor organization, any person or employee acting on behalf of any labor organization to fail to register or to make any false statements on any reports required to be filed pursuant to this section.

(Source: WOS 2008-013, October 5, 2008, Section IX)

14.210 TRIBAL EMPLOYMENT PREFERENCES

A. In the exercise of its inherent self-governing authority over its Citizens and territory, the Tribe ensures that Citizens of the Tribe and other federally recognized tribes be given priorities for employment and retention of employment over non-Citizens of the Tribe. The provision of such employment preferences for Tribal Citizens promotes the public health and welfare of the Tribe by allowing the benefits of economic development within the territorial jurisdiction of the Tribe to be realized by Citizens of the Tribe. Employees shall have all rights provided by *Indian Preference in Tribal Employment Statute,* WOS 2002-04, and any successor law and the *Indian Preference in Tribal Employment Statute* shall supersede any rights provided by such Statute.

B. Prohibition of Collective Bargaining Affecting Tribal Employment Preferences.
Any and all policies, laws, or regulations of the Tribe or any Employer providing employment preferences to Tribal Citizens and Citizens of other federally recognized Tribes, including preferences given for hiring, training, and retention in the context of reductions in force shall not be subject to bargaining with any labor organization.

(Source: WOS 2008-013, October 5, 2008, Section X)

14.211 ENFORCEMENT

A. Any employee or third-party who violates, or seeks to violate, the provisions of this Statute shall be subject to a civil action brought before the Tribal Court and may be subjected to such remedies as set forth in this Statute.

B. Any Employer shall have the right to suspend or terminate the employment of any employee found to be in violation of this Statute.

C. An employee or labor organization shall have the right to seek injunctive relief against the Tribe to enforce the prohibition against lockouts.

(Source: WOS 2008-013, October 5, 2008, Section XI)

14.212 EXHAUSTION OF REMEDIES

A. A claimant must pursue through the administrative process with diligence and in good faith.

B. Any claim not finalized by the administrative process, shall be considered abandonment of a claim and failure to exhaust administrative relief and may not thereafter seek redress from the courts.

(Source: WOS 2008-013, October 5, 2008, Section XII)

14.213 JUDICIAL REVIEW

Little Traverse Bay Bands of Odawa Indians Tribal Court shall have exclusive jurisdictions of for violations brought under this Statute.

(Source: WOS 2008-013, October 5, 2008, Section XIII)

14.214 SAVING CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws, ordinances or statutes of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2008-013, October 5, 2008, Section XIV)

14.215 EFFECTIVE DATE

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval which ever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2008-013, October 5, 2008, Section XV)

Chapter 3. Indian Preference in Tribal Employment

14.301 PURPOSE

This Statute rescinds and replaces Waganakising Odawak Statute 1998015. This Tribal Employment Statute is hereby enacted to mandate the preferential employment, promotion and training of tribal members and other persons by the Tribe and its business enterprises, as permitted and promoted under federal law based on the unique political relationship between Indian tribes and the United States.

(Source: WOS 2002-04, July 7, 2002, Section I)

14.302 DEFINITIONS

A. "**Tribal Business Enterprise**" means any business owned, operated or licensed by the Little Traverse Bay Bands of Odawa Indians.

B. "**Employment Preference**" means a preference given to a job applicant or employee in hiring, promotion and training decisions when choosing qualified applicants or employees.

C. "**Qualified Applicant**" means a person who meets minimum qualifications, experience, background, abilities or education.

(Source: WOS 2002-04, July 7, 2002, Section II)

14.303 EMPLOYMENT PRACTICES

A. **Indian Preference**. The Tribe and Tribal Business Enterprises shall grant an Employment Preference for hiring, promotion and training to the following persons in the following order:

1. Members of the Little Traverse Bay Bands of Odawa Indians,

2. Other federally recognized members of North American Indians Tribes.

B. **General**. Except for the Indian preference stated in Section III (A) employment, promotion and training opportunities within the Tribe and Tribal Business Enterprises will be offered to qualified individuals without regard to race, religion, color, ancestry, gender, age or national origin.

(Source: WOS 2002-04, July 7, 2002, Section III)

C. **Contractors and Subcontractors**. This subsection repealed by WOS 2018-019, Section VIII(A-D).

(Source: WOS 2018-019, October 17, 2018, Section VIII)

14.304 POSTING OF NEW AND VACANT POSITIONS

All new and vacant positions shall be posted for a minimum of fourteen (14) calendar days and

shall include the necessary qualifications of the job with clear description of experience, background, abilities, skills, and education that is needed in order to be successful in the position.

(Source: WOS 2013-006, June 14, 2013, Section IV)

14.305 INTERIM POSITIONS

A. Interim positions, also known as "acting" positions, are defined as a temporary position or performing services temporarily.

B. Interim positions may only be utilized to fill a permanent position that cannot be left vacant.

C. Interim positions do not need to be posted and may be filled immediately. The interim period shall not exceed a six (6) month period. Only one interim position term can be used per permanent vacancy occurrence.

(Source: WOS 2013-006, June 14, 2013, Section V)

14.307 NEW POSITION VERSUS PROMOTION

B. A new position occurs when the job duties and qualifications significantly expand, and there is a significant pay increase.

C. A promotion occurs when the core job functions remains the same and the pay is within the same range.

D. If a position changes from part to full-time, the position shall be posted unless already filled by a Tribal Citizen in which case the Citizen may be promoted to full time status.

E. If a Tribal Citizen holds a position where job duties, pay level and qualifications increase, the new job is essentially an expansion of their current job, and they meet the expanded qualifications, the Tribal Citizen may be promoted without posting.

(Source: WOS 2009-011, August 30, 2019, Section IV

14.308 EFFECTIVE DATE

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first, or, if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2013-006, June 14, 2013, Section VI)

Chapter 4. Whistle Blower Protection

14.401 PURPOSE

The purpose of this Statute is to protect the interests of Tribal employees and the Tribe by prohibiting retaliatory action against employees who report violations of the law.

(Source: WOS 2010-001, February 7, 2010, 2000, Section I)

14.402 DEFINITIONS

A. *"Employee, Individual Contributor, or Team Member"* means an individual employed by the Little Traverse Bay Bands of Odawa Indians including Tribal Government Administration, commercial entities and the Odawa Casino Resort and ancillary enterprises and activities beginning on the first day of work and after the employment process and if applicable the issuance of a temporary gaming license. The first ninety (90) days and up to a maximum of one-hundred and eighty (180) days of employment shall be considered an "Introductory Period." Independent contractors are excluded.

B. *"Employer"* means all departments and agencies of the Tribal Government Administration and commercial entities of the Little Traverse Bay Bands of Odawa Indians, including the Odawa Casino Resort and ancillary enterprises and activities.

C. *"Malice"* means the intent, without just cause or reason, to commit a wrongful act that will result in harm to another.

D. *"Odawa Casino Resort"* means the gaming enterprise, including related hotel and restaurant services and ancillary enterprises and activities, of the Tribe located at, or near 1760 Lears Road, Petoskey, Michigan, wherein the Tribe operates Class II and Class III gaming to generate governmental revenue for the Tribe pursuant to the Indian Gaming Regulatory Act.

E. *"Reckless indifference"* means conscious or reckless disregard of the consequences of one's acts or omissions.

F. *"Territorial Jurisdiction of the Little Traverse Bay Bands of Odawa Indians"* means *"areas referenced in Public Law 103-324, 25 USC Section 1300k-2(b)(2)(A) as the boundaries of the reservations for the Little Traverse Bay Bands as set out in Article I, paragraphs 'third and fourth' of the Treaty of 1855, 11 Stat.621."* Little Traverse Bay Bands Constitution, Article V(A)(1)(a).

G.. *"Tribal Government Administration"* the operations and employees of the Tribal Government that provides for inherent self-governing authority as a federally recognized Indian tribe through its governmental activities expressly recognized or supported by Congress, including, but not limited to (1) the provision of health, housing, education, and other governmental services and programs to its members; (2) and the exercise and operation of its administrative, regulatory, and police power authorities within its territorial jurisdiction.

H. *"Tribe"* means the Little Traverse Bay Bands of Odawa Indians.

I. *"Tribal Court"* means the Little Traverse Bay Bands of Odawa Indians Tribal Court.

(Source: WOS 2010-001, February 7, 2010, 2000, Section II)

14.403 TRIBAL COURT

The Tribal Court shall have the jurisdiction to hear charges of violations of rights afforded by this Statute within the confines of Tribal employment for employees of the Little Traverse Bay

Bands of Odawa Indians including violations by third-parties.

(Source: WOS 2010-001, February 7, 2010, 2000, Section III)

14.404 RETALIATION PROHIBITED

A. No employee shall be terminated, demoted, penalized or disciplined in any way as a direct result of the employee‘s reporting of activity, over which the employee has actual knowledge and which the employee reasonably believes to be in violation of any applicable law, to a supervisor, tribal law enforcement official, or the Tribal Council.

B. Cause of Action. Any employee who is subject to retaliatory action based on good faith and reasonable reporting as described in subsection (A) shall have standing to bring a cause of action in Tribal Court for the remedies set forth in this Statute.

(Source: WOS 2010-001, February 7, 2010, 2000, Section IV)

14.405 LIMITED WAIVER OF SOVEREIGN IMMUNITY

A. The Tribe clearly and expressly waives its sovereign immunity to the limited remedies as set forth in this Statute.

B. Officials, individual employees and/or managers of the Tribe, who act beyond the scope of their duties and authority in which the actions include either acting with malice or with reckless indifference are not immune from suit.

(Source: WOS 2010-001, February 7, 2010, 2000, Section V)

14.406 LIMITED REMEDIES BEFORE THE TRIBAL COURT FOR VIOLATIONS

A. Any charge of violation must be filed with the Tribal Court within one-hundred and eighty (180) days of the alleged violation.

B. In any action filed under this Statute, the Tribal Court may grant the following remedies

set forth:

1. *Equitable Remedies.* If the Tribal Court finds a violation occurred, its judgment must specify an appropriate remedy or remedies for that violation. The remedies may include, but are not limited to:

a) An order to cease and desist from the unlawful practices specified in the order;

b) An order to employ or reinstate the employee, with or without back pay or reasonable front pay if reinstatement is unfeasible;

2. *Damages.* If the Tribal Court finds a blatant violation, the Tribal Court may additionally award compensatory, punitive damages or fines.

3. The total sum of compensatory, punitive damages and/or fines may not exceed $50,000, excluding the amount for actual loss of wages.

4. The Tribal Court may award reasonable attorney fees and costs in its discretion to the prevailing party.

5. The Tribal Court may charge the non-prevailing party court costs.

6. If the Tribal Court finds that the non-prevailing party's claims were frivolous, the Court may fine the party and may order any other appropriate remedies as the Tribal Court deems.

(Source: WOS 2010-001, February 7, 2010, 2000, Section VI)

14.407 EXCLUSIVE JURISDICTION AND SOVEREIGN IMMUNITY

A. Exclusive Tribal Jurisdiction. The Tribal Court shall have exclusive jurisdiction over claims or actions of any kind allowed pursuant to this Statute.

B. No Waiver as to Other Forums. Nothing herein shall be construed as a waiver of the sovereign immunity of the Tribe from any suit or action in state, federal or any other tribal court, before any state, federal or tribal agency or in any other forum or context whatsoever.

C. No Waiver as to Claim Defended by United States. Notwithstanding any other provision of this Statute, there shall be no waiver of sovereign immunity as to any claim of injury which is defended by the United States because such claim is deemed a claim against the United States under the Indian Self-Determination and Education Assistance Act, the Federal Tort Claims Act, or any other federal law. Upon certification by the Enjinaaknegeng that defense of any claim of injury has been tendered to the United States, any action or proceeding on such claim shall be stayed by order of the Tribal Court without bond. The action or proceeding in Tribal Court shall be dismissed, after notice to the parties and opportunity for a hearing, upon receipt of notice satisfactory to the Tribal Court that the United States has assumed defense of the claim of injury. The stay shall be dissolved and an order directing further proceedings in the action or proceeding on the claim of injury shall be entered by the tribal Court, after notice and hearing thereon, upon receipt of notice satisfactory to the Tribal Court that the United States has declined to assume defense of the claim of injury.

(Source: WOS 2010-001, February 7, 2010, 2000, Section VIII)

14.408 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2010-001, February 7, 2010, 2000, Section IX)

14.409 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2010-001, February 7, 2010, 2000, Section X)

Chapter 5. Constitutionally Mandated Compensation for Election Board Members

Codification Note: Repeals and replaces 2010-013

14.501 PURPOSE

This Compensation Statute is hereby enacted to establish the compensation levels for the Election Board members based on Constitutional duties. This Statute replaces and repeals Waganakising Odawak Statute 2010-013 Constitutionally Mandated Compensation for Election Board Members, and any previous Statute, Resolution or Policy language with regard to compensation levels for such positions as stated in this purpose.

(Source: WOS 2020-007, May 4, 2020, Section I)

14.502 DEFINITIONS

A. *"Compensation"* means the amount of monthly stipend payment for attendance at regularly scheduled meetings, elections, work-sessions, committee meetings, phone-polls, phone conferences, special meetings, emergency meetings, hearings, travel, training, electronic meetings, workgroups, teams or other meetings and any other activity in conjunction with carrying out Election Board Constitutional duties or any relevant Statute, to be paid monthly.

B. "*Tribal Constitution*" means the LTBB Constitution adopted by the Tribal Membership February 1, 2005.

C. *"Tribe"* shall mean the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2020-007, May 4, 2020, Section II)

14.503 COMPENSATION IMPLEMENTATION

The compensation, as set by this statute, shall be implemented the calendar day after the next general election day is held. For example, if the "general election day" is held on Monday, June 8, 2020, then this statute shall be implemented on Tuesday, June 9, 2020 the next calendar

day following the general election day.

(Source: WOS 2020-007, May 4, 2020 Section III)

14.504 COMPENSATION ESTABLISHED

A. The Election board members shall receive the monthly stipend compensation of six-hundred and twenty-five dollars ($625.00) a month for performing their constitutional duties.

B. The above compensation shall be subject to federal and state (if applicable) taxation. Tax withholdings are elective and may be withheld from each payment.

C. Election board members shall not be paid any additional stipend for travel or for participation in any election, meeting, activity or event.

(Source: WOS 2020-007, May 4, 2020, Section IV)

14.505 TRAVEL EXPENSE

Travel expenses for approved travel may be paid in advance or reimbursed at the same rate as allowed employees in the Tribal Council approved Tribal Governmental Employees Travel Reimbursement Policy, or as amended.

(Source: WOS 2020-007, May 4, 2020, Section V)

14.506 COMPENSATION PROHIBITIONS

A. Persons receiving compensation authorized by this Statute shall be prohibited from:

1. Receiving unemployment compensation for any reductions or termination of said compensation.

2. Receiving any other type of payment for compensation not explicitly listed in this Statute, including stipends.

3. Receiving overtime.

(Source: WOS 2020-007, May 4, 2020, Section VI)

14.507 EMPLOYMENT

Election Board Members positions are not considered employment positions.

(Source: WOS 2020-007, May 4, 2020, Section VII)

14.508 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2020-007, May 4, 2020, Section VIII)

14.509 EFFECTIVE DATE

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto, but shall not be implemented until after the next election and until the next Tribal Council or individual councilors are sworn in.

(Source: WOS 2020-007, May 4, 2020, Section IX)

Chapter 6. Constitutionally Mandated Compensation for Tribal Chairperson and Tribal Vice-Chair

14.601 PURPOSE

This Compensation Statute is hereby enacted to establish the compensation levels for the Tribal Chairperson, Tribal Vice-Chair based on Constitutional duties. This Statute replaces and repeals Waganakising Odawak Statute 2008-014 Constitutionally Mandated Compensation Statute Waganakising Odawak Statute 2003-05 *Tribal Council Compensation* and WOS 2005-04 *Constitutionally Mandated Compensation* and any previous Statute, Resolution or Policy language with regard to compensation levels for such positions as stated in this purpose.

(Source: WOS 2010-014, November 19, 2011, Section I)

14.602 DEFINITIONS

A. *"Annual Salary"* means the amount of annual compensation paid during the calendar year.

B. *"Compensation"* means an annual compensation to be paid in equal increments to be determined by the Tribal Chairperson and Tribal Vice-Chair.

C. *"Full-time status"* means an average of Forty (40) hours a week with reasonable time off for sickness or disability, holidays or personal time. Work assignments are expected to be completed during the normally scheduled work week, with reasonable flexibility and extra hours as necessary.

D. "*Tribal Constitution*" means the LTBB Constitution adopted by the Tribal Membership February 2, 2005.

E. *"Tribe"* shall mean the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2010-014, November 19, 2011, Section II)

14.603 COMPENSATION CHANGE RESTRICTIONS

In accordance with the Tribal Constitution, any statutory amendment changing the level of compensation for Tribal Chairperson, or Tribal Vice-Chair must be enacted before the Election Board distributes candidate petitions for the next election.

(Source: WOS 2010-014, November 19, 2011, Section III)

14.604 COMPENSATION ESTABLISHED

A. The Tribal Chairperson shall be compensated and paid a set annual salary to fulfill the responsibilities as outlined in the Constitution and any relevant Statute as follows in amount of $85,000.00 and shall be subject to federal and state (if applicable) taxation. Tax withholdings are elective and may be withheld from each payment.

B. The Tribal Vice-Chair shall be compensated and paid a set annual salary to fulfill the responsibilities as outlined in the Constitution and any relevant Statute in the amount of $60,000.00 and shall be subject to federal and state (if applicable) taxation. Tax withholdings are elective and may be withheld from each payment.

C. Additionally the Tribal Chairperson and Tribal Vice-Chair shall receive the following:

1. Contributions to the Tribe's retirement plan or a similar plan shall be allowed with the same conditions and restrictions applied to Tribal employees and other contributors in the Tribal Government Retirement plan.

2. Health insurance, life insurance and other Tribal insurance programs at the same rate as governmental employees.

(Source: WOS 2010-014, November 19, 2011, Section IV)

14.605 COMPENSATION PROHIBITIONS

Persons receiving compensation authorized by this Statute shall be prohibited from:

A. Receiving unemployment compensation for any reductions or termination of said compensation.

B. Receiving any other type of payment for compensation not explicitly listed in this Statute, including stipends.

C. Receiving overtime provision.

(Source: WOS 2010-014, November 19, 2011, Section V)

14.606 POLICIES REQUIRED

Travel expenses for approved travel shall be reimbursed at the same rate as allowed employees in the Tribal Governmental Employees Travel Reimbursement Policy, as approved by Tribal Council.

(Source: WOS 2010-014, November 19, 2011, Section VI)

14.607 EMPLOYMENT

In accordance the Tribal Constitution, Tribal Chairperson and the Tribal Vice-Chair if employed as enterprise employees of a Tribal enterprise may not hold more than one fulltime paid position, even if they decline pay for one of the positions.

(Source: WOS 2010-014, November 19, 2011, Section VII)

14.608 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2010-014, November 19, 2011, Section VIII)

14.609 EFFECTIVE DATE

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2010-014, November 19, 2011, Section IX)

Chapter 7. Constitutionally Mandated Compensation for Tribal Prosecutor

14.701 PURPOSE

This Compensation Statute establishes the compensation levels for the Tribal Prosecutor based on Constitutional duties. This Statute replaces and repeals Waganakising Odawak Statute 2010-015 and any previous Statute, Resolution or Policy language regarding compensation levels for the position of Tribal Prosecutor.

(Source: WOS 2016-002, February 26, 2016, Section I)

14.702 DEFINITIONS

A. "Annual Salary" means the amount of annual compensation paid during the calendar year for carrying out the duties of Tribal Prosecutor as stated in the Tribal Constitution or any relevant Statute.

B. "Attorney" means a person licensed to practice law in the Tribal Court and courts of a state in the United States.

C. "Full-time status" means an average of forty (40) hours a week with reasonable time off for sickness or disability, holidays or personal time. Work assignments are expected to be completed during the normally scheduled work week, with reasonable flexibility and extra hours as necessary.

D. "Tribal Constitution" means the LTBB Constitution adopted by the Tribal Citizenship on February 2, 2005.

E. “Tribe” means the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2016-002, February 26, 2016, Section II)

(Source: WOS 2016-02, February 26, 2016, Section II)

14.703 COMPENSATION CHANGE RESTRICTIONS

Any statutory amendment changing the level of compensation for the Tribal Prosecutor shall not decrease the amount of compensation during the individual appointed terms for the Prosecutor or Associate Prosecutors.

(Source: WOS 2016-002, February 26, 2016, Section III)

14.704 COMPENSATION ESTABLISHED

A. The Tribal Prosecutor is considered full-time status and shall be compensated and paid a set annual salary to fulfill the responsibilities as stated in the Tribal Constitution and any relevant Statute as follows, subject to federal and state (if applicable) taxation, paid weekly or bi-weekly, with tax withholdings handled in the same manner as for other LTBB governmental employees:

1. 0 to 5 years of experience as an attorney shall be paid $60,000.00

2. 6 to 10 years of experience as an attorney shall be paid $75,000.00

3. 11 years or more year of experience as an attorney shall be paid $90,000.00

B. Contributions to the Tribe's retirement plan or a similar plan shall be allowed with the same conditions and restrictions applied to Tribal employees and other contributors in the Tribal Government Retirement plan.

C. Health insurance, life insurance and other Tribal insurance programs are offered at the same rate and conditions as for LTBB governmental employees.

(Source: WOS 2016-002, February 26, 2016, Section IV)

14.705 COMPENSATION PROHIBITIONS

Persons receiving compensation authorized by this Statute shall be prohibited from:

A. Receiving unemployment compensation for any reductions or termination of said compensation.

B. Receiving any other type of payment as compensation not explicitly listed in this Statute, including stipends.

C. Receiving overtime pay or compensation.

(Source: WOS 2016-02, February 26, 2016, Section V)

14.706 TRAVEL REIMBURSEMENT

The Tribal Prosecutor shall be responsible for all travel expenses incurred while performing services for the Tribe for travel within the LTBB Reservation, and Emmet and Charlevoix Counties, or commuting for a residence outside those locations.

Other travel expenses for approved travel shall be reimbursed at the same rate as allowed employees in the Tribal Governmental Employees Travel Reimbursement Policy, as approved by Tribal Council.

(Source: WOS 2016-002, February 26, 2016, Section VI)

14.707 ASSISTANT PROSECUTORS

The Tribe Council has the discretion, but is not required, to appoint assistant prosecutors under Article X, Section B.2 of the Tribal Constitution. In the event that Tribal Council appoints one or more assistant prosecutors, compensation will be negotiated on a case-by-case basis taking into

consideration the level of experience and projected workload, and may take the form of an independent contract or employment relationship as appropriate under the particular circumstances.

(Source: WOS 2016-02, February 26, 2016, Section VII)

14.708 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2016-02, February 26, 2016, Section VIII)

14.709 EFFECTIVE DATE

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2016-002, February 26, 2016, Section IX)

Chapter 8. Constitutionally Mandated Compensation for Judges and Justices

14.801 PURPOSE

This Compensation Statute is hereby enacted to establish the compensation levels for the Judges and Justices based on Constitutional duties. This Statute replaces and repeals Waganakising Odawak Statute 2008-014 Constitutionally Mandated Compensation Statute Waganakising Odawak Statute 2003-05 *Tribal Council Compensation* and WOS 2005-04 *Constitutionally Mandated Compensation* and any previous Statute, Resolution or Policy language with regard to compensation levels for such positions as stated in this purpose.

(Source: WOS 2010-016, November 19, 2011, Section I)

14.802 DEFINITIONS

A. *"Annual Salary"* means the amount of annual compensation paid during the calendar year for Judiciary activities in conjunction with carrying out Tribal Council Constitutional duties or any relevant Statute.

B. *"Attorney"* means licensed to practice in Tribal Court and courts of a state in the United States.

C. *"Compensation"* means an annual compensation to be paid in equal increments to be determined by the Judiciary.

D. *"Full-time status"* means an average of forty (40) hours a week with reasonable time off for sickness or disability, holidays or personal time. Work assignments are expected to be completed during the normally scheduled work week, with reasonable flexibility and extra hours as necessary.

E. *"Part-time status"* means an average of twenty (20) hours or less a week with reasonable time off for sickness or disability, holidays or personal time. Work assignments are expected to be completed during the normally scheduled work week, with reasonable flexibility and extra hours as necessary.

F. "*Tribal Constitution*" means the LTBB Constitution adopted by the Tribal Membership February 2, 2005.

G. *"Tribe"* shall mean the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2010-016, November 19, 2011, Section II)

14.803 COMPENSATION CHANGE RESTRICTIONS

Any statutory amendment changing the level of compensation for the Judges and Justices shall not

decrease the amount of compensation during the individual appointed terms.

(Source: WOS 2010-016, November 19, 2011, Section III)

14.804 COMPENSATION ESTABLISHED FOR JUDGES

A. Chief Judge is considered full-time status and shall be compensated and paid a set annual salary to fulfill the responsibilities as outlined in the Constitution and any relevant Statute as follows and shall be subject to federal and state (if applicable) taxation. Tax withholdings are elective and may be withheld from each payment:

1. 0 to 5 years of experience as an attorney shall be paid $85,000.00

2. 6 to 9 years of experience as an attorney shall be paid $110,000.00

3. 10 years or more experience as an attorney shall be paid $135,000.00

4. Is not a licensed attorney but with 0 to 5 years of experience sitting as an active judge then shall be paid $60,000.00

5. Is not a licensed attorney but with 6 to 9 years of experience of sitting as an active judge then shall be paid $75,000.00s

6. Is not a licensed attorney but with 10 years or more of experience sitting as an active judge then shall be paid $90,000.00

7. Contributions to the Tribe's retirement plan or a similar plan shall be allowed with the same conditions and restrictions applied to Tribal employees and other contributors in the Tribal Government Retirement plan.

8. Health insurance, life insurance and other Tribal insurance programs at the same rate as governmental employees.

B. The Associate Judge(s) position is considered to be part-time status and shall be compensated and paid a set annual salary to fulfill the responsibilities as outlined in the Constitution and any relevant Statute as follows and shall be subject to federal and state (if applicable) taxation. Tax withholdings are elective and may be withheld from each payment:

1. 0 to 5 years of experience as an attorney shall be paid $40,000.00

2. 6 to 9 years of experience as an attorney shall be paid $50,000.00

3. 10 years or more experience as an attorney shall be paid $65,000.00

4. Is not a licensed attorney but with 0 to 5 years of experience sitting as an active judge then shall be paid $25,000.00

5. Is not a licensed attorney but with 6 to 9 years of experience of sitting as an active judge then shall be paid $35,000.00

6. Is not a licensed attorney but with 10 years or more of experience sitting as an active judge then shall be paid $50,000.00

(Source: WOS 2010-016, November 19, 2011, Section IV)

14.805 COMPENSATION ESTABLISHED FOR APPELLATE JUSTICES

A. Appellate Justices shall be compensated and paid an annual salary in the amount of $15,000.00 and shall be subject to federal and state (if applicable) taxation. Tax withholdings are elective and may be withheld from each payment.

(Source: WOS 2010-016, November 19, 2011, Section V)

14.806 TRAVEL EXPENSE

A. Travel expenses for approved travel shall be reimbursed at the same rate as allowed employees in the Tribal Governmental Employees Travel Reimbursement Policy, as approved by Tribal Council.

(Source: WOS 2010-016, November 19, 2011, Section VI)

14.807 COMPENSATION PROHIBITIONS

Persons receiving compensation authorized by this Statute shall be prohibited from:

A. Receiving unemployment compensation for any reductions or termination of said compensation.

B. Receiving any other type of payment as compensation not explicitly listed in this Statute, including stipends.

C. Receiving overtime compensation.

(Source: WOS 2010-016, November 19, 2011, Section VII)

14.808 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2010-016, November 19, 2011, Section VIII)

14.809 EFFECTIVE DATE

A. Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

B. This Statute will not affect the compensation of any sitting Judge or Associate Judge during their term of office and will only apply to any new appointments made after the effective date of this Statute.

(Source: WOS 2010-016, November 19, 2011, Section IX)

Chapter 9. Compensation for Tribal Council

Codification Note: This Statute replaces WOS 2010-017

14.901 PURPOSE

This Compensation Statute is hereby enacted to establish the compensation levels for the Tribal Council based on Constitutional duties. This Statute replaces and repeals Waganakising

Odawak Statute 2010-017 Constitutionally Mandated Compensation for Tribal Council Members, Waganakising Odawak Statute 2008-014 Constitutionally Mandated Compensation Statute Waganakising Odawak Statute 2003-05 *Tribal Council Compensation* and WOS 2005-04 *Constitutionally Mandated Compensation* and any previous Statute, Resolution or Policy language with regard to compensation levels for such positions as stated in this purpose.

(Source: WOS 2016-006, September 1, 2016, deemed enacted, Section I)

14.902 DEFINITIONS

D. *"Compensation"* means the amount of annual pay for attendance at regularly scheduled Tribal Council meetings, work-sessions, legislative committee meetings, phone-polls, phone conferences, special meetings, emergency meetings, hearings, travel, training, committee meetings, electronic meetings, workgroups, teams or other meetings and any other activity in conjunction with carrying out Tribal Council Constitutional duties or any relevant Statute, to be paid pro rata, in equal increments and shall follow the practice of the Little Traverse Bay Bands of Odawa Indians governmental employees.

E. *"Regularly Scheduled Tribal Council Meeting"* means the Tribal Council Meetings that are set on an annual basis and published.

F. "*Tribal Constitution*" means the LTBB Constitution adopted by the Tribal Membership February 1, 2005.

"Tribe" shall mean the Little Traverse Bay Bands of Odawa Indians.

C. *"Stipend"* for attendance at non-regularly scheduled meeting and work session, special or emergency meetings, legislative committee meetings, events, trainings, hearings, and any other activities approved by policy or motion in advance and shall be limited to one stipend per day.

D. **"***Tribal Constitution*" means the LTBB Constitution adopted by the Tribal Membership February 2, 2005.

E. *"Tribe"* shall mean the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2016-006, September 1, 2016, deemed enacted, Section II)

14.903 COMPENSATION CHANGE RESTRICTIONS

A. Any statutory amendment changing the level of compensation for a Tribal Council members must be enacted before the Election Board distributes candidate petitions for the next general election.

B. No increase or decrease in compensation shall take effect until after the next general election.

(Source: WOS 2016-006, September 1, 2016, deemed enacted, Section III)

14.904 COMPENSATION ESTABLISHEDA. The following Tribal Council positions will be compensated as follows:

A. The following Tribal Council positions will be compensated as follows:

1. Legislative Leader, $33,000.00
2. Tribal Secretary, $33,000.00
3. Tribal Treasurer, $33,000.00
4. Six (6) Tribal Council members, $28,000.00

B. The above compensation shall be subject to federal and state (if applicable) taxation. Tax withholdings are elective and may be withheld from each payment.

C. Additionally Tribal Council members may have the option to participate in the following: contributions to the Tribe's retirement plan or a similar plan shall be allowed with the same conditions and restrictions applied to Tribal employees and other contributors in the Tribal Government Retirement plan at the same rate as governmental employees.

(Source: WOS 2016-006, September 1, 2016, deemed enacted, Section IV)

14.905 TRAVEL EXPENSE

Travel expenses for approved travel may be paid in advance or reimbursed at the same rate as allowed employees in the Tribal Council approved Tribal Governmental Employees Travel Reimbursement Policy, or as amended.

(Source: WOS 2016-006, September 1, 2016, deemed enacted, Section V)

14.906 STIPENDS

Tribal Officers and Councilors shall not be paid a stipend for participation in any activity or event.

(Source: WOS 2016-006, September 1, 2016, deemed enacted, Section VI)

14.907 COMPENSATION PROHIBITIONS

B. Persons receiving compensation authorized by this Statute shall be prohibited from:

4. Receiving pay for two (2) or more positions. Councilors shall only receive pay for one officer position or as a council member; they will not be able to duplicate pay even if they assume additional responsibilities.

5. Receiving unemployment compensation for any reductions or termination of said compensation.

6. Receiving any other type of payment for compensation not explicitly listed in this Statute, including stipends.

7. Receiving overtime.

5. Receiving any pro-rata amount of compensation for missed meetings due to incarceration from a sentencing of a crime.

(Source: WOS 2016-006, September 1, 2016, deemed enacted, Section VII)

14.908 EMPLOYMENT

Tribal Council Officers and Tribal Council Members positions are not considered fulltime. In accordance the Tribal Constitution, Tribal Council members may be employed as a fulltime employee with any of Tribal Enterprises.

(Source: WOS 2016-006, September 1, 2016, deemed enacted, Section VIII)

14.909 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2016-006, September 1, 2016, deemed enacted, Section IX)

14.910 EFFECTIVE DATE

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2016-006, September 1, 2016, deemed enacted, Section X)

Chapter 10. Worker's Compensation Statute

14.1001 SHORT TITLE

This Statute shall be entitled "Workers' Compensation" Statute. This statute rescinds and replaces any and all previous Statutes, Resolution, Regulations and/or policies related to this subject matter, including WOS 2013-005.

(Source: WOS 2017-003, July 31, 2017, Section I)

14.1002 PURPOSE

To authorize such employment benefits for employees of the Tribe and its sub-entities to which the employee would be entitled to for accidental injuries sustained by the worker arising out of and in the course of their employment which require medical services or result in disability or death.

(Source: WOS 2017-003, July 31, 2017, Section II)

14.1003 DEFINITIONS

A. "Average Weekly Wage" means the average of the highest 39 weeks of the last 52 weeks of gross wages prior to injury. In the case of a worker who has not worked for an employer within the immediate preceding twelve (12) months, the average weekly wage shall be calculated based on the salary level the worker was hired at or is currently receiving. For workers serving as volunteers, the average weekly wage shall be the salary of similarly paid positions for the employer performing similar work.

B. "Child" includes dependent natural legitimate children, dependent stepchildren, adopted children and recognized illegitimate children; but does not include married children unless they are shown to be dependents.

C. "Claim" means a claim filed with the administrator by or on behalf of a worker for benefits provided under this Statute.

D. "Claimant" means the injured worker or, in the event of death of the worker, dependents of the deceased.

E. "Death" is any fatality of the worker proximately and directly caused by work injury or occupational disease.

F. "Dependents" means the following persons:

1. The widow or widower; if married; or in a relationship similar to that of a person related by marriage; and living with the deceased at the time of deceased's death and legally entitled to be supported by the deceased as a dependent.

2. A child under eighteen (18) years of age, or a dependent with a disability and is incapable of self-support, unmarried and dependent upon the deceased; or a child under twenty-five (25) years of age enrolled as a full-time student in an accredited education institution at the time of the worker's injury.

3. A grandchild, brother or sister, niece or nephew of the worker under eighteen (18) years of age, who were wholly dependent on the earnings of a deceased worker for support at the time of his on-the-job injury.

G. "Disability" means a limitation of an employee's wage earning capacity in work suitable to his or her qualifications and training resulting from a personal injury or work related disease. The establishment of disability does not create a presumption of wage loss.

H. "Employer" shall mean the Tribe, and its sub-entities, all departments and agencies of the Tribal Government Administration and commercial entities of the Little Traverse Bay Bands of Odawa Indians, including the Odawa Casino Resort and ancillary enterprises and activities.

I. "Injury" means an action that causes, contributes to or aggravates any physical or mental impairment, including, without limitation, death and/or occupational disease arising out of and in the course and scope of employment.

J. "Maximum Weekly Rate" means 90 percent of the state average weekly wage for the year prior to the injury; as listed by the State of Michigan, *State Average Weekly Wage & Maximum Benefit Amounts from 1982-Present* and not to exceed the maximum amount of state average weekly wage. The amount of the maximum weekly rate can be determined by using the State of Michigan Workers' Compensation Calculator.

K. "Minimum Weekly Rate" means 25 percent of the state average weekly wage for the year prior to the injury; as listed by the State of Michigan, *State Average Weekly Wage & Minimum*

Benefit Amounts from 1982-Present. The amount of the minimum weekly rate can be determined by using the State of Michigan Workers' Compensation Calculator.

L. "Parent or Grandparent" shall mean the natural or adoptive father or mother or the natural grandfather or grandmother of the worker.

M. "Reservation" means all lands within the boundaries of the reservations for the Little Traverse Bay Bands of Odawa Indians as set out in Article I, paragraphs third and fourth of the Treaty of 1855, 11 Stat. 621, plus any lands set out in Articles Second and Third of the Treaty of March 28, 1836, 7 Stat. 491, in the event that the 1836 reservation is determined to include lands which are not included within the 1855 reservation, plus any lands outside of those boundaries which are now or in the future declared to be Little Traverse Bay Bands of Odawa Indians reservation by the U.S. Department of the Interior.

N. "Settlement" means full release and waiver of any and all claims and benefits associated with this Statute.

O. "Spouse" means the person married to the worker at the time of the death or injury to the worker.

P. "Tribe", "Tribal" or "LTBB" means or refer to the Little Traverse Bay Bands of Odawa Indians.

Q. "Tribal Court" means the Little Traverse Bay Bands of Odawa Indians Tribal Court.

R. "Wage Earning Capacity" means the wages the employee earns or is capable of earning at a job reasonably available to that employee, whether or not wages are actually earned.

S. "Wage Loss" means the amount of wages lost due to a disability. The employee shall establish a connection between the disability and reduced wages in establishing the wage loss.

T. "Weekly Rate Calculation" means weekly wage that can be determined by using the State of Michigan Workers' Compensation Calculator.

(Source: WOS 2017-003, July 31, 2017, Section III)

14.1004 JUDICIAL INTERPRETATION

For the purposes of interpreting, enforcing issues relating to the entitlement to benefits, ambiguity in relationship to benefits, and the nature and extent of benefits provided by this Statute, the Tribal Court may look to the substantive provision of the State of Michigan Worker's Disability Compensation Act of 1969, (Michigan Public Act No. 317 of 1969, as amended, being MCL 481.101 et seq.,) or as may be amended, but the Tribal Court shall not be bound by State laws, regulations or case law, but may use same for guidance purposes only. Nothing in this Statute shall be construed as an adoption by the Tribe of the Worker's Disability Compensation Act of 1969, (Michigan Public Act No. 317 of 1969, as amended, being MCL 481.101 et seq.) nor a waiver of sovereign immunity from suit for any claims or process under the Michigan law.

(Source: WOS 2017-003, July 31, 2017, Section IV)

14.1005 WAIVER OF SOVERIEGN IMMUNITY and EXCLUSIVE JURISDICTION

A. The Tribe waives its sovereign immunity from suit only to the extent of and as provided in this Statute, strictly construed and applied. This waiver shall extend only to Tribal workers and other persons specifically entitled to benefits under this Statute, and shall not be construed to apply or extend to actions by any other party or actions beyond the scope of this Statue including tort liability.

B. The Tribe consents to suit only and solely in Tribal Court, and only to the extent, and upon the terms and conditions, specified in this Statute. By enactment of this Statute the Tribe does not consent to suit in or submit to the jurisdiction of any other court or forum, including without limitation the courts of the State of Michigan or the federal courts.

C. The right to the recovery of benefits as provided in this Statute shall be the employee's exclusive remedy against the employer for a personal injury or occupational disease. The only

exception to this exclusive remedy is an intentional tort. The issue of whether an act was an intentional tort shall be a question of law for the Tribal Court.

D. A worker who pursues and recovers benefits under the workers' compensation laws of another jurisdiction is barred from recovering under this Statute. If a worker files suit or makes formal demands against a third party and compensation has been claimed and awarded, the employer having paid such compensation or having become liable therefore, shall be subrogated to the rights of the employee, to recover against such third party to the extent of the employer's compensation liability.

E. The employer and/or their representative, insurer, guarantor, or surety shall be subrogated to the rights of the worker to pursue any claims for benefits against any third party that is liable for the injuries to said worker arising out of and in the course and scope of employment; and while the worker was acting in the furtherance of the employer's interest to the extent of the benefits bestowed upon the said worker.

(Source: WOS 2017-003, July 31, 2017, Section V)

14.1006 WORKER

A. The term "worker" and "employee" are interchangeable as applied within this Statute.

B. A worker means every person who has entered into the employment of or performs work for an employer, works under contract of service, express or implied, or apprenticeship.

C. For application of this Statute the definition of worker also includes every elected, appointed or assigned person by the Constitution, Statute, charter, bylaws of a corporation, or any other means, compensated monetarily or otherwise.

D. Workers shall include all persons employed by the employer regardless of where they work, whether it within the Reservation or outside of the Reservation. Workers shall include volunteers or other persons providing work for an employer who do so without receiving benefits.

E. The term worker shall not include an independent contractor working under contract for an employer, whether that contract is express or implied.

F. Workers shall include persons serving in any Tribal Police Department Reserve Program or any volunteer firefighters working for the Tribal Fire Department or other volunteer positions.

(Source: WOS 2017-003, July 31, 2017, Section VI)

14.1007 REPORTING and CLAIMING

A. An employee shall report any injury, oral or writing, no matter how slight, to his or her supervisor within ninety-six (96) hours after the injury has occurred. No benefit will be paid to the employee, if the employee does not report the injury within ninety-six (96) hours to their supervisor. If the injury incapacitates the employee, the time periods shall not begin to run until the incapacity ends. An injury may be reported by another on behalf of the employee.

B. A supervisor receiving a report or notice of an injury from the employee shall promptly report the claim to the Administrator in writing within seventy-two (72) hours of receipt of the report or notice of injury, or as soon as possible thereafter.

C. The employee must file with Tribal Court within three-hundred and sixty-five (365) days of the date of the injury or within three-hundred and sixty-five (365) days from the last payment, or failure to do so will bar any and all benefits.

(Source: WOS 2017-003, July 31, 2017, Section VII)

14.1008 NON-DEFENSE

A. In an action to recover damages for personal injury sustained by an employee in the course of his employment or for death resulting from personal injuries so sustained it shall not be a defense:

1. That the employee was negligent, unless it shall appear that such negligence was a willful act.

2. That the injury was caused by the negligence of a fellow employee.

3. That the employee had assumed the risks inherent in or incidental to, or arising out of his employment, or arising from the failure of the employer to provide and maintain safe premises and suitable appliances.

(Source: WOS 2017-003, July 31, 2017, Section VIII)

14.1009 BENEFITS and INJURIES

A. It is the intent of this Statute to provide substantially similar benefits as provided in similar circumstances under the State of Michigan Worker's Disability Compensation Act of 1969, (Michigan Public Act No. 317 of 1969, as amended, being MCL 481.101 et seq.) or as it may be amended in the future.

1. In order to obtain medical benefits under this Statute, and employee must show an "Injury" as defined herein.

2. In order to obtain wage loss benefits under this Statute, and employee must show a "Disability" as defined herein.

3. Mental disabilities and conditions of the aging process, including but not limited to heart and cardiovascular conditions and degenerative arthritis are compensable if contributed to or aggravated or accelerated by the employment in a significant manner.

4. Mental disabilities are compensable if arising out of actual events of employment, not unfounded perceptions thereof, and if the employee's perception of the actual events is reasonably grounded in fact or reality.

5. Course and scope of employment shall mean an act or action within a worker's job duties or assignments, as set forth in the worker's job description or otherwise, which acts or actions are in the furtherance of the employer's interest.

6. An employee going to or from his or her work, while on the premises where the employee's work is to be performed, and within a reasonable time before and after his or her working hours, is presumed to be in the course of his or her employment. Notwithstanding this presumption, an injury incurred in the pursuit of an activity that the major purpose of which is social or recreational is not covered under this statute.

B. Wage loss may be established, among other methods, by demonstrating the employee's good-faith effort to procure work within his or her wage earning capacity. A partially disabled employee who establishes a good-faith effort to procure work but cannot obtain work within his or her wage earning capacity is entitled to weekly benefits as if totally disabled.

C. No compensation shall be paid under this Statute for any injury which does not incapacitate the employee from earning full wages, for a period of at least 1 week, but if incapacity extends beyond the period of 1 week, compensation shall begin on the eighth day after the injury. If incapacity continues for 2 weeks or longer or if death results from the injury, compensation shall be computed from the date of the injury.

D. Benefits continue so long the employee is disabled. Benefits are reduced by five (5) percent each year beginning with the year the employee receives funds under the Social Security Act, 42 U.S.C. 301 to 1397f. The reduction continues until for a period of 10 years and thereafter continues at the rate of fifty (50) percent so long as they are disabled. The five (5) percent reduction only applies if the employee is receiving social security benefits; or based on the preference of the Administrator, the benefit may be reduced by 50% of the amount received by the employee under the Social Security Act, 42 U.S.C. 301 to 1397f.

1. If the injured employee has been receiving old-age insurance benefit payments under the Social Security Act, Chapter 531, 49 Stat. 620, before the date of the personal injury or work-related disease, then the weekly benefits payable after the reduction provided by this subdivision (the fifty (50) percent reduction method) shall not be less than 50% of the weekly benefits otherwise payable without the reduction.

2. If the five percent reduction is utilized, then the weekly payments shall not be reduced below the minimum weekly rate.

3. The benefit may be reduced by the after-tax amount of the payments received or being received under a self-insurance plan, a wage continuation plan, or under a disability insurance policy provided by the same employer from whom benefits are received if the employee did not contribute directly to the plan or to the payment of premiums regarding the disability insurance policy.

4. The benefit may be reduced by the after-tax amount of the pension or retirement payments received or being received by the employee pursuant to a plan or program established or maintained by the same employer, if the employee did not contribute directly to the pension or retirement plan or program. Subsequent increases in a pension or retirement program shall not affect the coordination of these benefits.

5. The benefit may be reduced by the ratio of the employer's contributions to the total contributions made to a qualified profit sharing plan under section 401(a) of the internal revenue code or any successor to section 401(a) of the internal revenue code covering a profit sharing plan which provides for the payment of benefits only upon retirement, disability, death, or other separation of employment to the extent that benefits are vested under the plan provided that those employers do not provide a pension plan.

E. Specific injuries:

1. The employee shall establish an initial showing of disability, by the following:

a. Disclose his or her qualifications and training, including education, skills, and experience, whether or not they are relevant to the job the employee was performing at the time of the injury.

b. Provide evidence as to the jobs, if any, he or she is qualified and trained to perform within the same salary range as his or her maximum wage earning capacity at the time of the injury.

c. Demonstrate that the work-related injury prevents the employee from performing jobs identified as within his or her qualifications and training that pay maximum wages.

d. If the employee is capable of performing any of the jobs identified in section c., show that he or she cannot obtain any of those jobs. The evidence shall include a showing of a good-faith attempt to procure post-injury employment if there are jobs at the employee's maximum wage earning capacity at the time of the injury.

2. Once an employee establishes an initial showing of a disability, the employer bears the burden of production of evidence to refute the employee's showing. In satisfying its burden of production of evidence, the employer has a right to discovery if necessary for the employer to sustain its burden and present a meaningful defense. The employee may present additional evidence to challenge the evidence submitted by the employer.

3. If a personal injury arising out of the course of employment causes total disability and wage loss and the employee is entitled to wage loss benefits, the employer shall pay or cause to be paid to the injured employee weekly compensation equal to 80% of the employee's after-tax average weekly wage, but not more than the maximum weekly rate. Compensation shall be paid for the duration of the disability.

4. If a personal injury arising out of the course of employment causes partial disability and wage loss and the employee is entitled to wage loss benefits, the employer shall pay or cause to be paid to the injured employee as provided in this section weekly compensation equal to 80% of the difference between the injured employee's after-tax average weekly wage before the personal injury and the employee's wage earning capacity after the personal injury, but not more than the maximum weekly rate. Compensation shall be paid for the duration of the disability.

5. If disability and wage loss are established, entitlement to weekly wage loss benefits shall be determined as applicable pursuant to this section and as follows:

a. If an employee receives a bona fide offer of reasonable employment from the previous employer, another employer, or through the Michigan unemployment insurance agency and the employee refuses that employment without good and

reasonable cause, the employee shall be considered to have voluntarily removed himself or herself from the work force and is not entitled to any wage loss benefits under this Statute during the period of refusal.

b. If an employee is terminated from reasonable employment for fault of the employee, the employee is considered to have voluntarily removed himself or herself from the work force and is not entitled to any wage loss benefits under this Statute.

c. If an employee is employed and the weekly wage of the employee is less than that which the employee received before the date of injury, the employee shall receive weekly benefits under this Statute equal to 80% of the difference between the injured employee's after-tax weekly wage before the date of injury and the after-tax weekly wage that the injured employee earns after the date of injury, but not more than the maximum weekly rate of compensation. Maximum rate of benefits is 90 percent of the state average weekly wage for the year prior to the injury.

d. If an employee is employed and the average weekly wage of the employee is equal to or more than the average weekly wage the employee received before the date of injury, the employee is not entitled to any wage loss benefits under this Statute for the duration of that employment.

e. If the employee, after having been employed pursuant to this subsection loses his or her job through no fault of the employee and the employee is still disabled, the employee shall receive compensation under this Statute as follows:

i. If the employee was employed for less than 100 weeks, the employee shall receive compensation based upon his or her average weekly wage at the time of the original injury.

ii. If the employee was employed for 100 weeks or more but less than 250 weeks, then after exhausting unemployment benefit eligibility, the Tribal Court may determine that the employment since the time

of the injury has not established a new wage earning capacity and, if the Court makes that determination, benefits shall be based on his or her average weekly wage at the original date of injury. If the Court does not make that determination, the employee is presumed to have established a post-injury wage earning capacity and benefits shall not be paid based on the wage at the original date of injury.

iii. If the employee was employed for 250 weeks or more, the employee is presumed to have established a post-injury wage earning capacity.

F. For occupational injuries:

1. To establish an initial showing of disability, an employee shall do the following:

a. Disclose his or her qualifications and training, including education, skills, and experience, whether or not they are relevant to the job the employee was performing at the time of the injury.

b. Provide evidence as to the jobs, if any, he or she is qualified and trained to perform within the same salary range as his or her maximum wage earning capacity at the time of the injury.

c. Demonstrate that the work-related injury prevents the employee from performing jobs identified as within his or her qualifications and training that pay maximum wages.

d. If the employee is capable of performing any of the jobs identified in subdivision (c), show that he or she cannot obtain any of those jobs. The evidence shall include a showing of a good-faith attempt to procure post injury employment if there are jobs at the employee's maximum wage earning capacity at the time of the injury.

2. Once an employee establishes an initial showing of a disability, the employer bears the burden of production of evidence to refute the employee's showing. In satisfying its burden of production of evidence, the employer has a right to discovery if necessary for the employer to sustain its burden and present a meaningful defense. The employee may present additional evidence to challenge the evidence submitted by the employer.

3. If a personal injury arising out of the course of employment causes total disability and wage loss and the employee is entitled to wage loss benefits, the employer shall pay or cause to be paid to the injured employee as provided in this section weekly compensation equal to 80% of the employee's after-tax average weekly wage, but not more than the maximum weekly rate. Compensation shall be paid for the duration of the disability.

4. If a personal injury arising out of the course of employment causes partial disability and wage loss and the employee is entitled to wage loss benefits, the employer shall pay or cause to be paid to the injured employee as provided in this section weekly compensation equal to 80% of the difference between the injured employee's after-tax average weekly wage before the personal injury and the employee's wage earning capacity after the personal injury, but not more than the maximum weekly rate. Compensation shall be paid for the duration of the disability.

5. If disability and wage loss are established, entitlement to weekly wage loss benefits shall be determined as applicable pursuant to this section and as follows:

a. If an employee receives a bona fide offer of reasonable employment from the previous employer, another employer, or through the Michigan unemployment insurance agency and the employee refuses that employment without good and reasonable cause, the employee shall be considered to have voluntarily removed himself or herself from the work force and is no longer entitled to any wage loss benefits under this Statute during the period of refusal.

b. If an employee is terminated from reasonable employment for fault of the employee, the employee is considered to have voluntarily removed himself or

herself from the work force and is not entitled to any wage loss benefits under this Statute.

c. If an employee is employed and the average weekly wage of the employee is less than that which the employee received before the date of injury, the employee shall receive weekly benefits under this Statute equal to 80% of the difference between the injured employee's after-tax weekly wage before the date of injury and the after-tax weekly wage that the injured employee earns after the date of injury, but not more than the maximum weekly rate of compensation.

d. If an employee is employed and the average weekly wage of the employee is equal to or more than the average weekly wage the employee received before the date of injury, the employee is not entitled to any wage loss benefits under this Statute for the duration of that employment.

e. If the employee, after having been employed pursuant to this subsection, loses his or her job through no fault of the employee and the employee is still disabled, the employee shall receive compensation under this Statute as follows:

i. If the employee was employed for less than 100 weeks, the employee shall receive compensation based upon his or her wage at the time of the original injury.

ii. If the employee was employed for 100 weeks or more but less than 250 weeks, then after the employee exhausts unemployment benefit eligibility, Tribal Court may determine that the employment since the time of the injury has not established a new wage earning capacity and, if the Court makes that determination, benefits shall be based on the employee's wage at the original date of injury. If the Court does not make that determination, the employee is presumed to have established a post-injury wage earning capacity and benefits shall not be paid based on the wage at the original date of injury.

iii. If the employee was employed for 250 weeks or more, the employee is presumed to have established a post-injury wage earning capacity.

(Source: WOS 2017-003, July 31, 2017, Section IX)

14.1010 MEDICAL BENEFIT

A. The employer shall furnish, or cause to be furnished, to an employee who receives a personal injury arising out of and in the course of employment, reasonable medical, surgical, and hospital services and medicines, or other attendance, when they are needed. Attendant or nursing care shall not be ordered in excess of 56 hours per week if the care is to be provided by the employee's spouse, brother, sister, child, parent, or any combination of these persons.

B. The employer shall also supply to the injured employee dental service, crutches, artificial limbs, eyes, teeth, eyeglasses, hearing apparatus, and other appliances necessary to cure, so far as reasonably possible, and relieve from the effects of the injury.

(Source: WOS 2017-003, July 31, 2017, Section X)

14.1011 VOCATIONAL REHABILITATION

A. An employee who has suffered an injury covered by this Statute shall be entitled to prompt rehabilitation services. If he or she is unable to perform work for which he or she has previous training or experience.

B. Vocational rehabilitation services, including retraining and job placement, as may be reasonably necessary to restore him or her to useful employment, including additional payments for transportation or any extra and necessary expenses during the period and arising out of his or her program of vocational rehabilitation.

C. Vocational rehabilitation training, treatment, or service shall not extend for a period of more than fifty-two (52) weeks except in cases when, after review by Tribal Court the period may be extended for an additional fifty-two (52) weeks or portion thereof.

D. There may be a loss or reduction of compensation if there is an unjustifiable refusal by the employee to accept rehabilitation for each week of the period of refusal.

E. Payments received for education through the Tribe or any Tribal program may be offset and paid to the employee for actual costs only.

(Source: WOS 2017-003, July 31, 2017, Section XI)

14.1012 PAYMENT FOR SPECIFIC LOSS

A. In cases included in the following schedule, the disability in each case shall be considered to continue for the period specified, and the compensation paid for the personal injury shall be 80% of the after-tax average weekly wage subject to the weekly maximum and minimum rates of compensation under this Statute.

B. The effect of any internal joint replacement surgery, internal implant, or other similar medical procedure shall be considered in determining whether a specific loss has occurred. The specific loss period for the loss shall be considered as follows:

1. Thumb, 65 weeks.

2. First finger, 38 weeks.

3. Second finger, 33 weeks.

4. Third finger, 22 weeks.

5. Fourth finger, 16 weeks.

C. The loss of the first phalange of the thumb, or of any finger, shall be considered to be equal to the loss of 1/2 of that thumb or finger, and compensation shall be 1/2 of the amount above specified.

D. The loss of more than 1 phalange shall be considered as the loss of the entire finger or thumb. The amount received for more than 1 finger shall not exceed the amount provided in this schedule for the loss of a hand.

1. Great toe, 33 weeks.

2. A toe other than the great toe, 11 weeks.

3. The loss of the first phalange of any toe shall be considered to be equal to the loss of 1/2 of that toe, and compensation shall be 1/2 of the amount above specified.

4. The loss of more than 1 phalange shall be considered as the loss of the entire toe.

5. Hand, 215 weeks.

6. Arm, 269 weeks.

7. An amputation between the elbow and wrist that is 6 or more inches below the elbow shall be considered a hand, and an amputation above that point shall be considered an arm.

8. Foot, 162 weeks.

9. Leg, 215 weeks.

10. An amputation between the knee and foot 7 or more inches below the tibial table (plateau) shall be considered a foot, and an amputation above that point shall be considered a leg.

11. Eye, 162 weeks.

12. Eighty percent loss of vision of 1 eye shall constitute the total loss of that eye.

E. The amounts specified in this clause are all subject to the same limitations as to maximum and minimum as above stated. In case of the loss of 1 member while compensation is being paid for the loss of another member, compensation shall be paid for the loss of the second member for the period provided in this section. Payments for the loss of a second member shall begin at the conclusion of the payments for the first member.

F. Benefits for wage loss and a specific loss cannot be received at the same time

(Source: WOS 2017-003, July 31, 2017, Section XII)

14.1013 ADMINISTATOR DUTIES and AUTHORITY

A. The Administrator shall mean either the Insurance Company providing coverage hereunder, or any subcontractor appointed by said Insurance Company.

B. The Administrator shall be the payer of the worker's benefits. The Administrator shall administer this Statute in accordance with the terms and conditions described herein, and remit payment for all benefits as provided in this Statute and the Administrator shall have the authority to determine the distribution of benefits checks.

C. The Administrator shall be empowered to request medical reports, police reports, autopsy reports, and special investigations, engage the services of adjusters and consultants, and perform other activities as required to process any claim for benefits.

D. In the case of death of a worker, the Administrator shall have the right to request the performance of an autopsy on the decedent from an appropriate official licensed to perform autopsies, and further the Administrator shall have the right to request any and all reports made from such autopsies. If requested, the legal beneficiaries of the deceased worker are entitled to have a representative present at any autopsy ordered by the Administrator.

E. The Administrator shall maintain complete and accurate administrative records and claim files shall be maintained on all activities relating to the claims. All closed files shall be preserved for not less than six (6) years.

(Source: WOS 2017-003, July 31, 2017, Section XIII)

14.1014 ACCEPTANCE/DENIAL OF CLAIM

Upon receiving a claim for benefits from an injured worker, the Administrator shall promptly investigate the claim and begin payment of benefits within twenty-one (21) days of a valid claim or the Administrator shall send the claimant written notice of dispute within twenty-one (21) days. The Administrator shall complete its investigation within forty-five (45) days of receipt of the claim and shall commence the payment of benefits or notify the claimant in writing that the claim is disputed.

(Source: WOS 2017-003, July 31, 2017, Section XIV)

14.1015 TOTAL AND PARTIAL DISABILITY INCOME BENEFITS

A. Except as provided herein, such benefits will continue to be paid in accordance with the terms of this Statute until which time the earliest of the following occurs:

1. Where a worker is entitled to benefits under this Statute for an injury sustained, and death ensues from any cause not resulting from the injury for which he was entitled to the benefits, payments of the unpaid balance for such injury shall cease and all liability for such benefits thereafter shall terminate.

2. The worker claimant is incarcerated;

3. A full, unrestricted medial release from care;

4. A new or intervening incident is the proximate cause of disability;

5. Benefits will cease when the employee has been released to regular duty work status whether the employee is regular, temporary or seasonal;

6. Benefits are refused by the worker;

7. The worker's earning capacity is reduced for reasons other than the disability from the work-related injury;

8. The worker dies from any cause not resulting from the injury for which he was entitled to benefits under this section, and the worker's estate is not entitled to any further benefits as defined by this Statute.

9. If the worker is offered a bona fide offer of employment, for equal or higher pay, and the employee refuses the offer, then benefits cease.

(Source: WOS 2017-003, July 31, 2017, Section XV)

14.1016 DEATH BENEFIT

A. When death ensues to the worker by reason of a compensable injury or occupational disease, benefits shall be payable to the dependents who were wholly dependent on the earnings of the worker for support at the time of his or her injury of the worker's average weekly wage, commencing from the date of death. Payment of benefits will be made as follows:

1. If there are no children entitled to benefits, then all death benefits to be paid to the surviving spouse for the projected probable life span of the decedent based on current mortality tables as published by the Center for Disease Control/National Center for Health Statistics, not to exceed a cap of benefits at five-hundred (500) weeks, the life of the surviving spouse or until remarriage, whichever comes first, provided that upon remarriage two years' benefits shall be paid to the surviving spouse in a lump sum. To be an eligible "surviving spouse" under this Statute, the surviving spouse must have been married and living with the decedent at the time of the compensable injury. If there are surviving eligible children, the surviving spouse shall be entitled to one-half of death benefits.

2. If there is a surviving spouse, one-half of death benefits paid to each surviving eligible child in equal shares.

3. If there is no surviving spouse, benefits are to be paid to each surviving eligible child and dependent grandchildren equally until the child shall reach the age of eighteen (18), or until the child dies, whichever comes first.

a. Any child will be eligible for continued benefits beyond the age of eighteen (18) should they become enrolled as a full-time student in an accredited educational institution within six (6) months of graduating from high school. They shall be eligible for continued benefits to the age of twenty-one (21) as long as they continue as a full-time student; and

b. Any child who was physically or mentally incapacitated from earning wages at the time of the compensable injury causing death for the duration of the incapacity or the incapacitated child's death, whichever earlier.

4. If the worker is not survived by any legal beneficiaries, any duty to pay such benefits, but not including burial benefits with a maximum benefit of $6,000.00, under this Statute shall cease immediately;

B. Where a worker is entitled to benefits under this Statute for an injury sustained, and death ensues from any cause not resulting from the injury for which he was entitled to benefits, payments of the unpaid balance for such injury shall cease and all liability thereafter shall terminate.

C. If a legal beneficiary as defined in this section dies or otherwise becomes ineligible for death benefits, benefits shall be redistributed to the remaining legal beneficiaries in accordance with this section.

D. If all legal beneficiaries cease to be eligible, any duty to pay the remaining death benefits payable under this section shall cease immediately.

E. Upon request from the Administrator, all persons claiming to be eligible for death benefits shall furnish all necessary documentation to support their claim of eligibility.

F. If death results from a compensable injury, the person and/or entity who incurs liability for the costs of the burial shall be paid $6,000.00 to cover burial expenses. This burial benefits

payment shall not be reduced as a result of any burial benefits paid by any other source.

(Source: WOS 2017-003, July 31, 2017, Section XVI)

14.1017 MEDICAL BENEFITS

No benefits are payable for any part of a charge for confinement, treatment, or service that exceeds reasonable and customary (prevailing) charges or that exceeds the State of Michigan fee schedule, whichever is least. Over-the-counter medications are not covered unless prescribed by a physician.

(Source: WOS 2017-003, July 31, 2017, Section XVII)

14.1018 FILING A CLAIM TO TRIBAL COURT

A. Any dispute or decision made by the Administrator can be protested by filing a claim in Tribal Court.

B. The employee must file with Tribal Court within three-hundred and sixty-five (365) days of the date of the injury or within three-hundred and sixty-five (365) days from the last payment, or failure to do so will bar any and all benefits.

(Source: WOS 2017-003, July 31, 2017, Section XVIII)

14.1019 HEARINGS

A. The claimant shall have the right to be represented by an attorney or other spokesperson in all matters presented to the Tribal Court, to cross-examine all witnesses and review all evidence of any nature, as may relate to the matter under consideration.

B. The Tribal Court shall have the right to cross-examine the worker claimant and all witnesses and to perform such discovery activity as may be deemed necessary to fully explore all aspects surrounding the occurrence and injury.

C. The Tribal Court shall not be bound by the rules of evidence or by technical or formal rules of procedure and may conduct investigations in such a manner as in his or her judgment is best calculated to ascertain the substantial rights of the parties and to carry out the spirit of this Statute.

D. A full and complete record shall be kept of all proceedings before the Tribal Court by means of a recording device or by a stenographer.

(Source: WOS 2017-003, July 31, 2017, Section XIX)

14.1020 APPEALS of TRIBAL COURT DECISIONS

The decision of the Tribal Court may be appealed to the Tribal Appellate Court.

(Source: WOS 2017-003, July 31, 2017, Section XX)

14.1021 RELEASE OF MEDICAL RELATED INFORMATION

Any worker, employer or insurance carrier or its agents making or defending a claim for benefits agrees to the release of all information to which the worker, employer, carrier, or its agents have access concerning the worker's physical or mental condition relative to the claim and further waives any privilege for the release of such information.

(Source: WOS 2017-003, July 31, 2017, Section XXI)

14.1022 SETTLEMENTS

A. The employer and worker may negotiate settlement of future medical expenses, income loss, impairment, death benefits and other benefits under this Statute that are owed to the worker, or his/her estate.

B. If the worker is represented by an attorney, any settlement issued on behalf of a worker will be properly executed by signed memorandum or release and such settlements shall not need Tribal Court approval.

C. If the worker is not represented by an attorney, then such settlement shall need Tribal Court approval.

(Source: WOS 2017-003, July 31, 2017, Section XXII)

14.1023 MENTAL TRAUMA INJURIES

A. Mental disabilities are compensable if arising out of actual events of employment, not unfounded perceptions thereof, and if the employee's perception of the actual events is reasonably grounded in fact or reality.

B. Mental traumas, disorders, and/or conditions, even if manifested in physical symptoms and/or related to stress, are not compensable injuries under this Statute, except that mental trauma is only recoverable if resulting from accidental injury traceable to a definite time, place, and cause rather than from repetitive mental trauma, or from an unusual traumatic event as established by a licensed psychiatrist or psychologist, and the mental injury was caused by or occurs subsequent to or simultaneous with such accidental injury or unusual traumatic event.

(Source: WOS 2017-003, July 31, 2017, Section XXIII)

14.1024 BENEFITS PRECLUDED BY NEGLECT AND/OR REFUSAL OF WORKER TO SUBMIT TO TREATMENT

No benefits shall be payable for the death and/or disability of a worker if the worker's death is caused by, or the worker's disability aggravated, caused or continued by, an unreasonable refusal and/or neglect to submit to and/or follow any competent or reasonable surgical or medical treatment, medical aid, or advice and there is substantial likelihood that the medical treatment would be successful, provided that there is no risk of mortality.

(Source: WOS 2017-003, July 31, 2017, Section XXIV)

14.1025 INJURY OR DEATH BY CONSUMPTION AND/OR APPLICATION OF DRUGS AND/OR CHAMICALS AND/OR INTOXICATION

A. No benefits of any nature shall be payable for injury and/or death caused to by any drug, including narcotics and hallucinogens, whether organic or chemical in nature, or any gas, vapors, and/or fumes taken and/or inhaled voluntarily, or by voluntarily poisoning, except those drugs prescribed by a physician or other practitioner licensed to prescribe such medication. However, no benefits under this Statute shall be payable in the event the worker claimant's injury or death was caused by the intentional abuse of prescribed drugs in excess of the prescribed therapeutic amounts.

B. No wage benefits shall be payable for injury and/or death contributed to by any drug, including narcotics and hallucinogens, whether organic or chemical in nature, or any gas, vapors, and/or fumes taken and/or inhaled voluntarily, or by voluntarily poisoning, except those drugs prescribed by a physician or other practitioner licensed to prescribe such medication.

C. No benefits of any nature shall be payable for any worker injured or killed while in a state of intoxication regardless of whether or not the intoxicated condition was the proximate or contributing cause of the injury or death. It is only necessary to prove that the worker was intoxicated at the time of the incident or accident to deny benefits under this Statute. All workers accepting employment with an employer and under this Statute, agree to submit to post-incident/post-accident drug and alcohol screening as authorized in the applicable employer/employee personnel policies, and agree to waive any privilege associated with the results of said tests.

(Source: WOS 2017-003, July 31, 2017, Section XXV)

14.1026 FALSE STATEMENT OR REPRESENTATION TO OBTAIN BENEFITS; PENALTY AND FORFEITURE

If, in order to obtain any benefits under the provisions of this Statute, any person who knowingly makes a false statement or representation in connection with their claim, shall forfeit all rights to benefits under this Statute. The employer shall be entitled to take any action permitted by law to recover any payment or benefits paid under this Statute to a worker where the payment or benefits was based upon the fraudulent or false statements or misrepresentation by the worker.

(Source: WOS 2017-003, July 31, 2017, Section XXVVI)

14.1027 INJURIES RESULTING FROM SELF-INFLICTED INJURIES, WILLFUL MISCONDUCT OR "HORSEPLAY"

No benefits of any nature shall be payable for any worker's injury or death caused by a worker's willful intention to injure himself or another. An injury sustained during "horseplay" is not incurred in the course and scope of employment and thus such an injury under this Statute is not compensable.

(Source: WOS 2017-003, July 31, 2017, Section XXVII)

14.1028 INJURIES RESULTING FROM "ACTS OF GOD"

No benefits of any nature shall be payable for any worker injured or killed when the injury arose out of an act of God, unless the employment exposes the worker to a greater risk of injury from an act of God than ordinarily applies to the general public. Further, injury or death which results from a natural cause, i.e., heart attack, stroke or other natural function failure, which does not arise out of the course and scope of employment while the worker was acting in the furtherance of the employer's interest, shall not be compensable.

(Source: WOS 2017-003, July 31, 2017, Section XXVIII)

14.1029 RECREATIONAL, SOCIAL OR ATHLETIC ACTIVITIES

A. No benefits of any nature shall be payable for any worker injured or killed if the injury or accident occurred as a result of the worker's voluntary participation in an off-duty, recreational, social, or athletic activity not constituting part of the worker's work-related duties, except where these activities are expressly required by the employer.

B. No benefits under this Statute shall be payable to any worker if the injury, disease, or death arises from participation in voluntary physical fitness activities during the regular workday, regardless of whether the worker is or is not compensated for the time in which the

physical fitness activities take place.

(Source: WOS 2017-003, July 31, 2017, Section XXIX)

14.1030 INJURIES CAUSED BY THIRD PARTIES

No benefits of any nature shall be payable for any worker injured or killed as the result of an act of a third party, including co-workers, who intended to injure the worker because of reasons personal to that worker and not directed at the worker for reasons related/relevant to his employment.

(Source: WOS 2017-003, July 31, 2017, Section XXX)

14.1031 SECONDHAND SMOKE CLAIMS

A. No benefits under this Statute shall be payable to or on behalf of any worker injured or killed as a result of exposure to or injury by second-hand smoke unless and until the claimant demonstrates by a preponderance of the evidence the following:

B. The worker has worked for the employer for the ten (10) years prior to the filing of the claim for benefits under this Statute;

C. The worker's workplace during the ten (10) year period referenced in (A) above involved exposure to second-hand smoke;

D. The worker has not smoked cigarettes, cigars, or other tobacco products, in the last ten (10) years; and

E. The worker has not shared a residence or previously worked in an area where family members, in the case of the residence, or fellow workers, in the case of prior employment, smoked in the home or workplace in the last ten (10) years.

(Source: WOS 2017-003, July 31, 2017, Section XXXI)

14.1032 IDIOPATHIC CLAIMS

Idiopathic injury and related injuries are not compensable. "Idiopathic Injury" means an injury which is either peculiar to the individual or arising spontaneously from an obscure or unknown cause. This includes epileptic attacks, diabetic seizures, heart disease, cardiovascular or respiratory conditions, heart attack, the failure or occlusion of any coronary blood vessels, stroke, thrombosis, allergic disorders, auto-immune diseases, *etc*.

(Source: WOS 2017-003, July 31, 2017, Section XXXII)

14.1033 WAR AND MILITARY ACTION EXCLUSION

A. No benefits under this Statute shall be payable for injury caused directly or indirectly by the following events. Such injury is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

1. War, including undeclared or civil war; or

2. Warlike action by a military force. Including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

4. With respect to any action that comes within the terms of this exclusion and involves nuclear reaction or radiation, or radioactive contamination, this War and Military Action Exclusion supersedes the Nuclear Hazard Exclusion.

(Source: WOS 2017-003, July 31, 2017, Section XXXIII)

14.1034 TERRORISM EXCLUSION

A. No benefits under this Statute shall be payable for injury caused directly or indirectly by terrorism, including action in hindering or defending against an actual or expected incident of terrorism. Such loss or damage is excluded regardless of any other cause or even that contributes concurrently or in any sequence to the loss.

B. Terrorism means activities against persons, organizations or property of any nature that involve the following or preparation for the following:

1. Use of threat of force or violence; or

2. Commission or threat of a dangerous act; or

3. Commission or threat of an act that interferes with or disrupts an electronic communication, information, or mechanical system; and

4. When one or both of the following applies:

a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy, or

b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

C. But with respect to any such activity that also comes within the terms of the War and Military Action Exclusion, that exclusion supersedes this Terrorism Exclusion.

(Source: WOS 2017-003, July 31, 2017, Section XXIV)

14.1035 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or

section shall be considered to stand alone and to be deleted, the entirety of the balance of the statute remain in full and binding force and effect.

(Source: WOS 2017-003, July 31, 2017, Section XXV)

14.1036 EFFECTIVE DATE

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first, or, if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2017-003, July 31, 2017, Section XXXVI)

Chapter 11. Financial Disclosure of Tribal Officials

Codification Note: This Statute Repeals and Replaces WOS 2006-023 previously located at 6.1801 in this code.

14.1101 PURPOSE

This Statute is hereby enacted to establish a standard requirement for financial disclosure from elected and appointed officials in accordance with the *Tribal Constitution, Article XV. B* that states: "*The Tribal Council shall enact a statute requiring financial disclosure statements of candidates, and elected or appointed governmental officials.*"

(Source: WOS 2016-003, June 30, 2016, Section I)

14.1102 DEFINITIONS

A. The "Tribe" means the Little Traverse Bay Bands of Odawa Indians.

B. "Elected Official" means any Tribal Chair, Vice Chair and Tribal Councilors.

C. "Immediate Family" means husband, wife, son, daughter, step-son, step-daughter, father,

step-father, father-in-law, mother, step-mother, mother-in-law, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, child, step-child, son-in-law, daughter-in-law or a person whose relationship with the Tribal Citizen is similar to that of persons who are related by blood or marriage.

D. "Judiciary Official" means any Judge or Justice of the Tribal Court.

E. "Personal Financial Interest" shall mean a financial interest for the official or any immediate family members.

E. "Tribal Citizen" means an enrolled member of the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2016-003, June 30, 2016, Section II)

14.1103 ELECTED OFFICIALS

A. No elected official shall be sworn into office until the following information is submitted to the Legislative Office:

1. A list of all current employers;

2. A list of all positions currently held on boards, commissions, or committees,

3. A description of any financial interest in a business, company, corporation, stock or bond, but not retirement funds, mutual funds or any type of financial instrument in which the owner does not have control over the purchase and sale of the instrument's holdings;

4. Location of all real-estate holdings.

B. Any changes to the submitted information shall be reported to the Legislative Office within 30 days of the change or event.

(Source: WOS 2016-003, June 30, 2016, Section III)

14.1104 JUDICIARY OFFICIALS

A. No Judiciary official shall be sworn into office until the following information is submitted to the Judiciary Office:

1. A list of all current employers;

2. A list of all positions currently held on boards, commissions, or committees;

3. A description of any financial interest in a business, company, corporation, stock or bond, but not retirement funds, mutual funds or any type of financial instrument in which the owner does not have control over the purchase and sale of the instrument's holdings;

4. Location of all real-estate holdings.

C. Any changes to the submitted information shall be reported to the Judiciary Office within 30 days of the change or event.

(Source: WOS 2016-003, June 30, 2016, Section IV)

14.1105 EXECUTIVE COMMISSIONS, BOARDS AND COMMITTEES

Annually, all Executive Commission, Boards and Committees members shall sign a statement verifying that any of the following is not in conflict with their appointment:

1. Employment;

2. Positions on boards, commissions, or committees;

3. Financial interest in a business, company, corporation, stock or bond, but not retirement funds, mutual funds or any type of financial instrument in which the owner

does not have control over the purchase and sale of the instrument's holdings;

(Source: WOS 2016-003, June 30, 2016, Section V)

14.1106 PUBLIC RECORD

The information shall be available to Tribal Citizens in accordance with Disclosure of Public Document Statute, or as amended.

(Source: WOS 2016-003, June 30, 2016, Section VI)

14.1107 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2016-003, June 30, 2016, Section VII)

14.1108 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval or Tribal Council override of Executive veto which ever comes first.

(Source: WOS 2016-003, June 30, 2016, Section VIII)

Chapter 12. Ethics for All Levels of Tribal Government

14.1201 PURPOSE

The purpose of this statute is to set forth the adoption of the *Constitutionally Mandated Rules of Conduct for All Levels of Tribal Government,* the process for adjudicating ethical complaints by the various branches of government.

(Source: WOS 2018-018, September 24, 2018, Section I)

14.1202 DEFINITIONS

A. "Branch of Government" means the Executive, Judicial and Legislative Branches of government, including the Prosecutor and Election Board.

B. "Employee" means any person employed or performs work for an employer, works under contract of service, express or implied, whether temporary, full-time, Human Resources approved volunteer or apprenticeship.

C. "Official" means Tribal Councilor, Tribal Chair, Vice Chair, Judge or Justice, Prosecutor, or Election Board member, within the Little Traverse Bay Bands of Odawa Indians Tribal government for the purposes of this statute.

D. "Rules of Conduct" means the *Constitutionally Mandated Rules of Conduct for All Levels of Tribal Government.*

E. "Tribe", "Tribal" or "LTBB" means the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2018-018, September 24, 2018, Section II)

14.1203 CONSTITUTIONALLY MANDATED RULES OF CONDUCT

A. Tribal Council shall adopt *Constitutionally Mandated Rules of Conduct for All Levels of Tribal Government*, in accordance with the Little Traverse Bay Bands of Odawa Indians Tribal Constitution, Section Article VII, (D)(6), the Tribal Council shall have the power to*: "Adopt rules of conduct to govern all levels of Tribal government"*. The purpose of Rules of Conduct is to establish clear standards for the principles and expectations that are binding on Tribal Officials and employees.

B. Any branch of government or agency may establish their own Rules of Conduct provided that they are as stringent as the *Constitutionally Mandated Rules of Conduct for All Levels of Tribal Government.*

(Source: WOS 2018-018, September 24, 2018, Section III)

14.1204 COMPLAINTS

A. Each Branch of Government shall develop its own policy and procedures to address complaints by Tribal Citizens regarding Officials, Employees and any other sub-entity of that Branch of Government (Executive Committees, Commissions and Boards; Tribally Chartered Corporations). Such policies and procedures shall include, at a minimum, the following:

1. Timeframes
2. Complaint requirements
3. Remedies
4. Burden of proof
5. Hearings

B. All Policies and Procedures shall be submitted to Tribal Council for approval within one-hundred and twenty (120) calendar days from the enactment of this Statute.

(Source: WOS 2018-018, September 24, 2018, Section IV)

14.1205 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2018-018, September 24, 2018, Section V)

14.1206 EFFECTIVE DATE

This Statute takes effect immediately upon its enactment. Enactment of this Statute shall have no effect on the membership status of any tribal members enrolled by the Tribe under previous legislation.

(Source: WOS 2018-018, September 24, 2018, Section VI)

TITLE XV. GOVERNMENT DEPARTMENTS, PROGRAMS, OFFICES, AND COMMISSIONS, BOARDS AND COMMITTEES

Chapter 1. Commissions, Boards and Committees

15.101 SHORT TITLE

This Statute shall be entitled "The Commissions, Boards and Committees Statute." It is repealing and replacing Waganakising Odawak Statute 2002-05. This statute shall comply with all provisions of the Little Traverse Bay Bands of Odawa Indians Constitution.

(Source: WOS 2006-007, May 21, 2006, Section I(A))

15.102 DEFINITIONS

As used in this Statute:

A. "**LTBB**" The Little Traverse Bay Bands of Odawa Indians.

B. "**Commissions**" Commissions, boards and committees which are created by statute, except as otherwise specified in this Statute.

C. "**Constitutional Commission**" A tribal commission mandated in the LTBB Constitution,

which shall officially be known as a board.

D. "**Program Commission**" A Tribal commission mandated by various federal or state grants or contracts.

E. "**Ad Hoc Committee**" Committees created by Tribal Council for a special, singular purpose that dissolve upon completion of its assigned task or purpose.

F. "**Staff Members**" LTBB Employees.

(Source: WOS 2006-007, May 21, 2006, Section I(B))

15.103 PURPOSE

The purpose of this Statute is to provide uniform provisions that apply to all Tribal Commissions. Except as specifically stated, this Statute shall not be construed to apply to the Tribal Council or Election Board. This statute shall not override specific statutory provisions in Commission statutes unless explicitly noted.

A. **Tribal Council**. Commissions may be created by the Tribal Council pursuant to article VII, § D(16) of the Constitution.

B. **Tribal Chairperson**. As per article VIII, § C(3), (5) of the Constitution, Commissions shall be overseen by the Tribal Chairperson.

(Source: WOS 2006-007, May 21, 2006, Section I(C))

15.104 CREATION OF TRIBAL COMMISSIONS

A. All Commissions shall be created by Tribal Council action:

1. Commissions shall be created or established by statute.

2. Program commissions shall be created or established by Tribal Resolution.

3. Ad Hoc committees shall be created or established by Tribal Resolution.

(Source: WOS 2006-007, May 21, 2006, Section II)

15.105 DURATION OF TRIBAL COMMISSIONS

A. Constitutional commissions shall be permanent in nature.

B. Commissions shall exist for the time specified by statute, or if no time is specified a Commission shall exist until extinguished by future statute.

C. Program commissions shall terminate upon expiration of the underlying program's grant or contract.

D. Ad Hoc committees shall terminate upon completion of their specific task, or a time certain, as detailed in the Tribal Resolution creating the Ad Hoc committee.

(Source: WOS 2006-007, May 21, 2006, Section III)

15.106 AUTHORITY OF COMMISSIONS

A. Commissions are authorized to:

1. Gather and/or disseminate information;

2. Carry out the responsibilities with which a particular commission is charged;

3. Issue, suspend or revoke licenses statutorily delegated to be under their authority; and

4. Make recommendations to the Tribal Chairperson which shall then report the Commission's recommendations to the Tribal Council.

(Source: WOS 2006-007, May 21, 2006, Section IV)

15.107 MEETINGS OF COMMISSIONS

A. Constitutional commissions shall meet according to the terms of the Constitution.

B. Commissions shall meet no more than twice (2) monthly, unless otherwise authorized by the statute creating the Commission.

C. Program Commissions shall meet as required by the program to assist the staff in carrying out its program mandate.

D. Ad Hoc committees shall meet as needed to achieve the goals and objectives as outlined in the Tribal Resolution creating the Ad Hoc committee.

(Source: WOS 2006-007, May 21, 2006, Section V)

15.108 PHONE POLLS

In situations where vital interests of the Tribe require immediate emergency action prior to a regular or special meeting, such action can be taken by phone poll or teleconference call for the limited purpose of addressing a matter for which the Tribe will suffer severe damage. In such situations, the Commission Secretary or designee must certify that more than one attempt was made to contact each Commission member by any practical means including telephone, fax, e-mail or in person. The action taken must be ratified at the next regular meeting of the Commission, and the minutes must state the reason such emergency action was necessary.

(Source: WOS 2006-007, May 21, 2006, Section VI)

15.109 COMPOSITION OF TRIBAL COMMISSIONS

A. Constitutional Commissions, Committees and Boards shall be composed of three (3) or not more than five (5) members unless the Constitution or the statute creating the Commission provide otherwise. All current Commission members shall complete their terms unless they

voluntarily resign earlier.

1. Commission members shall be appointed by the Tribal Council to a prescribed term or to fill the remaining time of a vacant prescribed term.

2. The Executive may solicit citizens to serve on Commissions.

3. All appointed Commission members shall take an oath of office administered by the Tribal Court.

B. Program Commissions shall be of a size prescribed in the program's grant or contract.

1. Members shall be appointed by the Tribal Council.

C. Ad Hoc committees shall be of a size that is needed to complete the purpose for which it was created.

D. It shall be the responsibility of all Commission chairpersons to keep a record of Commission members' terms: date appointed, time to recruit for vacancy, date appointment ends.

E. In making Commission appointments after the effective date of this Statute, commissioners shall serve on no more than two Commissions simultaneously.

(Source: WOS 2006-007, May 21, 2006, Section VII)

15.110 RULES OF PROCEDURES, NOTICE

A. Commissions shall adopt rules of procedures for the conduct of their business subject to the approval of the Tribal Chairperson unless such rules are contained within the statute or resolution that created the commission.

B. Notice requirements for commission meetings shall comport with "notification of meeting" requirements of LTBB then in place.

C. Commissions shall submit at a minimum a quarterly report to the Tribal Chairperson.

D. Stipends cannot be paid to Commission members if that body has failed to send draft minutes with the stipend request from the same meeting, to the Executive Department as well as posting any meeting minutes on the Tribal website and in government buildings. Matters of confidentiality as defined by Tribal or Federal law, such as confidential personnel or legal matters must be removed from the posted minutes.

E. Unless otherwise specified in a Commission's statute, a quorum shall consist of a simple majority of the number of commissioners notwithstanding vacancies. A meeting may not be called to order without a quorum present and no official business may be conducted absent a quorum.

(Source: WOS 2006-007, May 21, 2006, Section VIII)

15.111 RECOMMENDATIONS, PROPOSED LEGISLATION

A. Proposed legislation shall originate with or be referred to the appropriate Commission which shall discuss the proposed legislation in an open meeting.

B. The Commission shall then make written recommendations to the Executive which shall report the recommendations to the Tribal Council. Any Commission member who disagrees with the recommendations may make a written minority report outlining their opposition to the Commission's recommendations to the Tribal Chairperson which shall report the minority report to the Tribal Council.

(Source: WOS 2006-007, May 21, 2006, Section IX)

15.112 OPEN MEETINGS, COMMISSION RECORDS

A. Commission meetings shall be open to citizens except in cases involving Indian Child Welfare matters, matters of confidentiality as defined by Tribal statute, personnel matters, and legal matters.

B. Commission records shall be open to citizens except in cases involving Indian Child Welfare matters, matters of confidentiality as defined by Tribal statute, personnel matters, and legal matters.

(Source: WOS 2006-007, May 21, 2006, Section X)

15.113 APPLICATION OF INDIAN CIVIL RIGHTS ACT OF 1968

Tribal commissions shall comply with the provisions of the Indian Civil Rights Act of 1968, 25 U.S.C. §§ 1301-1303.

(Source: WOS 2006-007, May 21, 2006, Section XI)

15.114 COMPENSATIONS, STIPENDS

A. Commission members who attend any conference, training, meeting or hearing directly related to their duties or attend any event where their attendance is required may be compensated for attendance so long as there are funds available in the Commission's budget.

B. Commission members shall receive a stipend for attendance at commission meetings subject to the availability of funds.

C. Ad Hoc Committee members may receive stipends if authorized by the Tribal Resolution creating the Ad Hoc Committee.

D. Any Commission member who attends a properly noticed meeting shall be eligible for a stipend, mileage, and expenses, even if no official action can be taken due to lack of a quorum.

(Source: WOS 2006-007, May 21, 2006, Section XII)

15.115 STAFF PARTICIPATION

Staff members may serve on Commissions and be compensated by stipend if that commission is

not directly related to their employment, does not interfere with their work, and does not meet during scheduled work hours. If a Commission meets during scheduled working hours and the staff member wishes to attend, the staff member must utilize PTO (personal time off), or flextime upon prior approval of the individual's supervisor.

(Source: WOS 2006-007, May 21, 2006, Section XIII)

15.116 TRIBAL PREFERENCE

In appointing Commission members only tribal citizens shall be appointed to Commissions and Constitutional Commissions.

(Source: WOS 2006-007, May 21, 2006, Section XIV)

15.117 NEPOTISM

This Section XIV repeals and replaces Section III of Waganakising Odawak Statute 2000-10 of July 22, 2001.

A. Two or more members of the same immediate family shall not serve on the same Commission at the same time. Further, when a Commission is formed to address issues that pertain to a specific Executive department, a person shall not serve as Commission Chairperson if the department director, assistant director, co-director, Tribal Chairperson or Vice-Chairperson is an immediate family member. For purposes of this section immediate family means husband, wife, son, daughter, step-son, step-daughter, father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, step-brother, brother-in-law, son-in-law, daughter-in-law, sister, step-sister, sister-in-law, child, step-child, Grandfather, Grandmother.

B. No Commission member may participate in making any decision that involves a personal or financial interest of the Commissioner or a member of his or her immediate family unless such interest is held in common with the Tribe and its citizens.

(Source: WOS 2006-007, May 21, 2006, Section XV)

15.118 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws, ordinances or statutes of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2006-007, May 21, 2006, Section XVI)

15.119 EFFECTIVE DATE

Effective upon the signature of the Executive, or 30 days from Tribal Council approval, or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2006-007, May 21, 2006, Section XVII)

Chapter 2. Removal of Commissioners

15.201 SHORT TITLE AND PURPOSE

A. Short Title. This Statute may be cited as the "Commissioner Removal and Nepotism Act."

B. Purpose. This Act sets out standard procedures for the removal of members of commissions of the Tribe, and rules regarding nepotism. This Act shall apply to all commissions of the Tribe unless otherwise specified in a specific commission statute. This Statute repeals and replaces the WOS 1997005 Removal of Commissioners and Nepotism Statute and WOS Removal of Commissioners and Nepotism 2001-10.

(Source: WOS 2016-001, February 26, 2016, Section I)

15.202 REMOVAL OF COMMISSIONERS

A. A Commissioner may only be removed for cause by a majority vote of Tribal Council.

B. Cause of removal shall be one of the following:

1. Unethical conduct, as defined by the Little Traverse Bay Bands of Odawa Constitutionally Mandated Rules of Conduct for Officials of Tribal Government or any other approved ethical standards.

2. Physical or mental disability which prevents the performance of Commissioner's duties;

3. Persistent failure to perform duties in a timely manner;

4. Gross misconduct;

5. Conviction of a felony.

(Source: WOS 2016-001, February 26, 2016, Section II)

15.203 ETHICS

Commissioners shall follow Constitutionally Mandated Rules of Conduct for Officials of Tribal Government or any other approved ethical standards.

(Source: WOS 2016-001, February 26, 2016, Section III)

15.204 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2016-001, February 26, 2016, Section IV)

15.205 EFFECTIVE DATE

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto, but shall not be implemented until after the next election and until the next Tribal Council or individual councilors are sworn in.

(Source WOS 2016-001, February 26, 2016, Section V)

Chapter 3. Service of Commissioners

15.301 CONTINUED SERVICE OF COMMISSIONERS

Members of the Tribal Commissions created pursuant to a Waganakising Odawak Statute will serve beyond the expiration of their terms until their successors are appointed and sworn in. This Statute repeals and replaces Waganakising Odawak Statute 1997002 which was enacted on February 16, 1997.

(Source: WOS 2001-08, April 22, 2001, Section I)

Chapter 4. Odawa Property Managers

15.401 REPEAL

The Odawa Property Managers Act, being Waganakising Odawak Statute 1999004, is hereby repealed.

(Source: WOS 2000-10, September 24, 2000, Section I)

Chapter 5. Gijigowi Bibskaabiimi Department

15.501 REPEAL

This chapter of the Gijigowi Bibskaabiimi is hereby repealed and replaced with Title VI, Chapter 38, Department of the Repatriation, Archives and Records, Waganakising Odawak Statute 2012-0002; Chapter 39, Education Department, Waganakising Odawak Statute 2012-003; Chapter 6, Gijigowi Anishnaabemowin Language Department, Waganakising Odawak Statute 2012-004..

(Source: WOS 2012-002, April 22, 2012 Section I; WOS 2012-003, April 22, 2012 Section I; WOS 2012-004, April 22, 2012 Section I)

Chapter 6. Enjinaaknegeng

15.601 PURPOSE

The purpose of this Statute is to set out the roles and functions of the Legal Department in accordance with the LTBB Constitution. This Statute repeals and replaces WOS 2007-009 and any other portion or portions of any and all Statutes that are inconsistent with this Statute.

(Source: WOS 2011-008, May2, 2011, Section I)

15.602 CREATION OF LEGAL DEPARTMENT

A. Unlike Executive Departments under Article VII (D)(22), the Department falls under the ultimate authority of Tribal Council under Article VII (D)(14), but shall be available to assist the Executive and Executive Departments as set forth in this Statute.

B. The Department shall be made up of a General Counsel, Assistant General Counsel and Office of the Legislative Services Attorney.

1. The General Counsel, and the Assistant General Counsel as assigned by the General Counsel, shall provide legal services, counsel and representation of LTBB on legal matters, as per their contracts and/or job descriptions, which may include, but not limited to, negotiations with federal, state, local and tribal governmental entities, issues relating to economic development, reserved Treaty rights, Indian child welfare policy, litigation, and work with subordinate Tribal entities including Tribally Chartered Corporations, Enterprises, Executive Departments, and Executive Commissions, Committees and

Boards. In the event that the Tribal government, or any Legislative or Executive officials or staff are sued in their official capacity, they shall defend such suits and insure that Tribal Council receives proper notification, and shall raise sovereign immunity as a defense unless Tribal Council has taken action expressly waiving sovereign immunity for the type of claim or specific case.

2. The Office of the Legislative Services Attorney shall provide legal services to Tribal Council and Tribal Council Committees as per contract, statute, and/or job description.

3. Additional assignments shall be dispersed between the Attorneys based on allocation of resources and areas of expertise, as recommended by the Department and allocated by Tribal Council.

C. The Department may also utilize outside attorneys and consultants within a budget adopted by Tribal Council within the scope of Tribal Council approved litigation or other approved activities. Any attorney contracts in excess of five-thousand dollars, ($5,000) must be individually approved by Tribal Council.

D. The Department will provide current updates to the Tribal Council on legal matters taken on behalf of the Tribe and any recommendations for final actions, that require Tribal Council approval under the Constitution, shall be presented to the Tribal Council prior to that action being taken.

E. In accordance with Constitution Article VII (D)(14) future Department attorney contracts must be approved by the Tribal Council.

(Source: WOS 2011-008, May2, 2011, Section II)

15.603 CONFIDENTIALITY AND ATTORNEY/CLIENT PRIVILEGE

A. The attorney/client privilege to protect attorney work product, communications and information from unauthorized disclosure to any persons or entities outside of the Tribal government and governmental administration applies to any confidential communications between

the Department and any branch of LTBB government, including elected and appointed officials, employees and agents.

B. Unless otherwise stated in an attorney contract and/or job description, the attorney/client privilege applies to the Tribe as a whole. Officials, staff and agents have no individual expectation of privacy or attorney-client confidentiality. Attorneys may share any pertinent legal information with supervisors and Tribal Council.

C. Matters deemed confidential in a Tribal Council closed session shall not be disclosed to persons or entities not present in the closed session, including other branches of LTBB government and staff, unless otherwise directed by Tribal Council.

(Source: WOS 2011-008, May2, 2011, Section III)

15.604 STAFFING

The Department shall begin operations with current staff of the Legal Department and the Legislative Services Attorney Office.

(Source: WOS 2011-008, May2, 2011, Section IV)

15.605 BUDGET and ADMINISTRATIVE FUNCTIONS

A. The existing budgets for the Legal Department and the Legislative Services Attorney shall be used for the Legal Department.

B. Carry-Over Reserve Funds

1. Unspent annual budgeted funds for the Department shall carry over to the following year. Each year the Department may budget for expenditure of the cumulative amount of prior years appropriated and unspent funds. Any carryover funds not expended will be carried to future years indefinitely unless otherwise re-appropriated by the Tribal Council. The Department shall provide reports quarterly or as otherwise requested by Tribal Council, on the status of the amounts and expenditures of these carry-over funds.

2. If Tribal Council makes a special appropriation for a distinct project or specific litigation, such specially appropriated funds will carry over as long as the original approved litigation or project is still ongoing. At the conclusion of all approved litigation or project costs the remaining specific appropriated funds will revert to Prior Period Funds unless Tribal Council otherwise directs.

C. Administrative function for the Department will be through the Legislative Branch as appropriate.

(Source: WOS 2011-008, May2, 2011, Section V)

15.606 OTHER RELATED STATUTES

See Waganakising Odawak Statute 2006-22, Office of Legislative Services Attorney; Waganakising Odawak Statute 2012-007, Office of Executive Services Attorney; 2012-006, Office of Tribal Citizens Legal Assistance.

(Source: WOS 2014-008 Amending WOS 2011-008, September 8, 2014, Section VI)

15.607 SAVINGS CLAUSE

In the event that any section, subsection or phrase of this Statute is found by a court of competent jurisdiction to violate the Constitution or laws of the Little Traverse Bay Bands of Odawa Indians, such part shall be considered to stand alone and to be deleted from this Statute, the entirety of the balance of the Statute to remain in full and binding force and effect so long as the overall intent of the Statute remains intact.

(Source: WOS 2011-008, May2, 2011, Section VII)

15.608 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override

of the veto.

(Source: WOS 2014-008 Amending WOS 2011-008, September 8, 2014, Section VIII)

Chapter 7. Eshkiniigijik-Tribal Youth Services

15.701 PURPOSE

The Tribal Youth are the Tribe's most vital and cherished future resource. To ensure that the Tribal Youth of the Little Traverse Bay Bands of Odawa Indians has the necessary opportunities to prepare them for their future, the Tribe will support the establishment and continuation of the Youth Department that will provide cultural, social, educational, and leadership opportunities. This Statute is hereby enacted to establish and continue the Tribal Youth Services Department and repeals and replaces any previous Statute including WOS 2006-012.

(Source: WOS 2015-22, December 2, 2015, Section I)

15.702 DEFINITIONS

A. "Cultural" means aspects of the Odawa history, spirituality, traditions, arts and crafts, values and mannerisms.

B. "Cultural Proficiency" means the knowledge, skills, and attitudes/beliefs that enable a person to work well with, respond effectively to, and be supportive of the Odawa Citizens.

C. "Department" means the Tribal Youth Services Department.

D. "Eshkiniigijik" or "Youth" means a person who is eighteen (18) years of age or younger.

E. "Tribe" means the Little Traverse Bay Bands of Odawa Indians.

F. "Tribal Youth" shall mean youths who are Tribal Citizens, Tribal members of another recognized Tribe or youth who have community ties with the Tribe.

G. "Volunteer" shall mean an unpaid employee.

(Source: WOS 2015-22, December 2, 2015, Section II)

15.703 CREATION OF THE DEPARTMENT

A. Pursuant to Article VII (D) (22) of the Tribal Constitution the Tribal Council shall have the power to: "Approve the creation or dissolution of Executive divisions or departments to promote and protect the peace, health, safety, education, and general welfare, including but not limited to cultural and natural resources, of the Little Traverse Bay Bands of Odawa Indians and its members".

B. The Tribal Council hereby approves the creation and continuation of the Youth Services Department within the Executive Branch of government..

(Source: WOS 2015-22, December 2, 2015, Section III)

15.704 RESTRICTIONS

A. The minimum standards of character shall mean a benchmark of moral, ethical, and emotional strengths established by character traits and past conduct to ensure that the individual is competent to complete his/her job without harm to Indian children. In order to protect Indian children, the Indian Health Services has established minimum standards of character requiring completion of a satisfactory background investigation that ensures that no individuals who have been found guilty of, or entered a plea of nolo contendere or guilty to, any felonious offense or any of two or more misdemeanor offenses under Federal, State, or Tribal law involving crimes of violence; sexual assault, molestation, exploitation, contact, or prostitution; crimes against persons; or offenses committed against children, are placed in positions involving regular contact with or control over Indian children, in accordance with 25 CFR 63.13.

B. These minimum standards shall apply to all Departmental Employees including Volunteers and any other person that has regular contact or control over Indian children.

(Source: WOS 2015-22, December 2, 2015, Section IV)

15.705 AUTHORITIES AND DUTIES

E. The Department shall have the following duties:

1. Promote, design and implement Odawa cultural and Tribal social activities that meet the needs of the Tribal youth.

2. Strive to improve and enhance opportunities for the Tribal Youth by identifying available national, state and tribal resources.

3. Collaborate with other LTBB departments to provide service to the Tribal Youth regardless of geographical location.

(Source: WOS 2015-22, December 2, 2015, Section V)

15.706 STAFFING

A. If appropriate, the Department shall begin operations with currently employed LTBB staff as designated by the Executive.

B. Only persons who possess cultural proficiency shall be eligible for hire in this Department with the exception of hiring persons that provide technical expertise outside of the Odawa culture or Anishinaabemowin.

(Source: WOS 2015-22, December 2, 2015, Section VI)

15.707 REGULATIONS REQUIRED

The Executive shall develop Regulations for this Statute in order to implement the intent of the Statute and shall forward such Regulations to the Tribal Council for approval in accordance with Administrative Procedures 2008-001, or as amended.

(Source: WOS 2015-22, December 2, 2015, Section VII)

15.708 ADMINISTRATIVE PROCEDURES

Administrative Procedures shall be developed by the Executive Branch and presented to Tribal Council for approval in accordance with the Administrative Procedures Act 2008-001, or as amended, in order to clarify the implementation of this statute by defining how the department will implement the daily activities of a statute such as applications procedures and forms for a Tribal program.

(Source: WOS 2006-012, July 25, 2006, Section VIII)

15.709 APPROPRIATIONS AUTHORIZED

The current appropriations for the Youth Services Department within the Executive budget shall be used to implement this statute along. The Executive may request additional supplemental funds necessary to meet the obligations of this Statute; and the Executive shall present Tribal Council with future annual budgets necessary to implement this statute.

(Source: WOS 2015-22, December 2, 2015, Section IX)

15.710 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2015-22, December 2, 2015, Section X)

15.711 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the

veto.

(Source: WOS 2015-22, December 2, 2015, Section XI)

Chapter 8. Office of Legislative Attorney

15.801 ESTABLISHMENT

This Statute hereby establishes under the Tribal Council an office to be known as the Office of the Legislative Services Attorney, also referred to in this Statute as the "Office".

(Source: WOS 2006-022, October 24, 2006, Section I)

15.802 PURPOSE

The purpose of the Office shall be to advise and assist the Tribal Council, and its committees and members, in the achievement of a clear, faithful, and coherent expression of legislative policies.

(Source: WOS 2006-022, October 24, 2006, Section II)

15.803 POLICY

The Office shall maintain impartiality as to issues of legislative policy to be determined by the Tribal Council, and shall not advocate the adoption or rejection of any legislation. The Office shall maintain the attorney-client relationship with respect to all communications relating to the development of legislation between it and any member or committee of the Tribal Council. Serve as attorney for the Little Traverse Bay Bands of Odawa Indians (LTBB) Tribal Council in any court action.

(Source: WOS 2006-022, October 24, 2006, Section III)

15.804 FUNCTIONS

The functions of the Office shall be as follows:

A. Upon request of any one or more members of the Tribal Council or committee of the Tribal Council, to assist in the drafting of legislation, including statutes, resolutions and policies, and accompanying reports, in accordance with the policy objectives of the requestor/s. Tribal Council may adopt such rules as are necessary to equally share the services of the Office.

B. Provide legal counsel and services by motion or consensus of Tribal Council.

C. To objectively advise Tribal Council on interpretation of any pending legislation, point out ambiguities, and make technical suggestions to improve clarity and organization to keep Tribal Council statutes current and codified in accordance with the Legislative Procedures Statute (WOS 2005-10), as may be amended, or any other applicable LTBB law.

(Source: WOS 2006-022, October 24, 2006, Section IV)

15.805 STAFFING

The Office will be staffed by a Legislative Services Attorney, and such staff as may be provided for in a budget approved by Tribal Council.

(Source: WOS 2006-022, October 24, 2006, Section V)

15.806 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2006-022, October 24, 2006, Section VI)

15.807 EFFECTIVE DATE

Effective upon the signature of the Executive, or 30 days from submission to the Executive

branch, or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2006-022, October 24, 2006, Section VII)

Chapter 9. Land and Reservation

15.901 SHORT TITLE, PURPOSE AND DEFINITIONS

A. Short Title

This statute shall be entitled "The Land and Reservation."

B. Purpose

The Land and Reservation Statute shall provide a process on how recommendation regarding land and reservation are ascertained, shall establish a Standing Committee of the Tribal Council with powers and authority, shall provide for the ability of the Committee to interact with the Judiciary and Executive on matters relating to land and reservation and shall define such powers and duties not explicitly enumerated in the LTBB Constitution related to land and reservation.

C. Definitions

As used in this Statute:

1. "Committee" shall mean "Tribal Council Land and Reservation Standing Committee".

2. "LTBB" mean the Little Traverse Bay Bands of Odawa Indians or the Waganakising Odawa.

3. "Reservation" in accordance with Little Traverse Bay Bands of Odawa Indians Constitution, Article III, Section H, *means the lands within the boundaries of the reservations for the Little Traverse Bay Bands of Odawa Indians as set out in Art I, paragraphs third and fourth of the Treaty of 1855, 11 Stat. 621, plus any lands set out in*

Articles Second and Third of the Treaty of March 28, 1836, 7 Stat. 491, in the event that the 1836 reservation is determined to include lands which are not included within the 1855 reservation, plus any lands outside of those boundaries which are now or in the future declared to be Little Traverse Bay Bands of Odawa Indians reservation by the U.S. Department of Interior.

(Source: WOS 2008-002, February 15, 2008, Section I)

15.902 DUTIES AND AUTHORITY OF THE TRIBAL COUNCIL

A. The Tribal Council has the following LTBB Constitutional powers regarding land and reservation:

- *Purchase, receive by gift, or otherwise acquire land, interests in land, personal property or other intangible assets which the Tribal Council may deem beneficial to the Little Traverse Bay Bands of Odawa Indians.*

- *Request lands be placed in trust with the United States for the benefit of the Little Traverse Bay Bands of Odawa Indians when the Tribal Council deems this beneficial to the Tribe.*

- *Approve land use plans and zoning of lands subject to the jurisdiction of the Little Traverse Bay Bands of Odawa Indians.*

- *Approve leases for Tribally owned land and lands held in trust for the Little Traverse Bay Bands of Odawa Indians by the United States subject to the approval of the Secretary of the Interior if required by Federal law.*

- *Approve all sales, or dispositions of Tribal lands, provided that such sale or disposition must also be approved by a majority vote by referendum, or by a quorum at an annual membership meeting.*

B. The Tribal Council shall create a standing committee of the Tribal Council to advise and make recommendations to the Tribal Council on matters related to above listed Constitutional

land and reservation powers.

C. The Tribal Council may employ staff, legal counsel and/or consultants regarding the above listed Constitutional land and reservation powers.

(Source: WOS 2008-002, February 15, 2008, Section II)

15.903 CREATION OF THE COMMITTEE

A. The Tribal Council hereby creates the Land and Reservation Standing Committee of the Tribal Council and its membership shall consist of three (3) Tribal Council members assigned by motion and majority vote at a regularly scheduled Tribal Council meeting.

B. The Committee Chair shall be decided amongst the members of the Committee.

(Amendment Source: WOS 2013-013, November 3, 2013, Section III(A)) Note: WOS 2013-012 Repealed.

(Source: WOS 2008-002, February 15, 2008, Section III)

15.904 DUTIES OF THE COMMITTEE

A. The Committee shall develop policies, processes, and procedures to carry out its duties.

B. The Committee shall develop a strategic plan for Land and Reservation that outlines the goals and objective for the next two to five years to be presented to Tribal Council for approval.

C. The Committee shall hold meetings as necessary to carry out its authorized functions and duties and may hold executive sessions in accordance with the *Open Meetings Statute.*

D. The Committee shall not obligate or encumber the Tribe in any manner.

E. The Committee shall comply with approved meeting and hearing procedures which in the absence shall not impede progress of the committee;

F. The Committee shall make recommendations and advise the Tribal Council on matters related to land and/or reservation.

G. The Committee shall make known to the Tribal Council all Land and Reservation matters brought before it.

H. Tribal Council shall approve or disapprove the recommendations of the Committee by a majority vote of Tribal Council.

I. The Committee shall ensure that it maintains confidentiality involving land and reservation matters that may involve litigation, confidential business or legal matters, or other matters that raise significant privacy or confidentiality concerns.

(Source: WOS 2008-002, February 15, 2008, Section IV)

15.905 AUTHORITY OF THE COMMITTEE

A. The Committee may hold public hearings and solicit Tribal Citizen input on any and all matters within their authority and duties.

B. The Committee shall have the authority to request documents and information related to land and reservation from the Judiciary and Executive Departments, Programs and staff; including legal counsel and consultants.

(Source: WOS 2008-002, February 15, 2008, Section V)

15.906 COMPENSATION

Committee members and Tribal Council members shall be compensated in accordance with the Tribal Council's Stipend Policy for attendance at Land and Reservation meetings that are scheduled in advance and posted.

(Source: WOS 2008-002, February 15, 2008, Section VI)

15.907 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws, ordinances or statutes of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2008-002, February 15, 2008, Section VII)

15.908 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2008-002, February 15, 2008, Section VIII)

Chapter 10 Office of Finance and Revenue

15.1001 PURPOSE

The purpose of this Statute is to establish the Office of Finance and Revenue under the Little Traverse Bay Bands of Odawa Indians Legislative Branch and repeals and replaces Office of the Treasury, WOS 2011-013.

(Source: WOS 2016-005, August 26, 2016, Section I)

15.1002 DEFINITIONS

A. "Appropriation and Finance Committee" means the Tribal Council committee established by Statue.

B. "Legislative Branch" or "Tribal Council" means the elected body created under Article VII of the Little Traverse Bay Bands of Odawa Indians Tribal Constitution.

C. "LTBB" or "Tribe" means the Little Traverse Bay Bands of Odawa Indians or the Waganakising Odawa.

D. "Organization" means the Little Traverse Bay Bands of Odawa Indians Tribal government.

(Source: WOS 2016-005, August 26, 2016, Section II)

15.1003 AUTHORITY AND DUTIES

A. The Office of Finance and Revenue shall have the authority and duty to provide Tribal Council with professional financial advice regarding Tribal revenues, expense monitoring appropriation of funds, and budget processes. Activities include, but are not limited, to the following:

1. Work closely with Tribal Council and Tribal Council Committees as applicable.

2. Receive and analyze quarterly reports of all LTBB gaming and enterprise component units.

3. Directs and analyzes studies of general economic, business, and financial conditions and their impact on LTBB's policies and operations.

4. Appraise the organization's financial position and issue periodic reports on organization's financial stability, liquidity, and growth; and review of check registry for possible fraud and/or misappropriation of assets of the LTBB.

5. Oversee long range forecasting activities, investments, and bank loans

6. Oversee custody of funds, securities, and assets of LTBB.

7. Collaborate and coordinates the annual budget process for upcoming fiscal years.

8. Assist Tribal Council in identification of all funding sources, management of cash liquidity for current and future obligations, long range forecasting of economic revenues, investments, indirect cost and other cost allocation plans.

9. Prepares financial impact statements on pending legislation; including, but not limited to, grant request motions and appropriation requests.

10. Evaluates business partnering opportunities.

11. Represents the Tribal Council in establishing and maintaining contacts within the LTBB Tribe, outside financial institutions, and the investment community.

12. Assist with the raising of revenue in accordance with the Constitution.

13. Assist in the development of policies for receiving grants, donations or any other funding in accordance with the Constitution.

14. Assist organization's CFO with annual indirect cost proposal process.

15. Assist Tribal Council in procurement of financing when appropriate.

16. Assist the Tribal Council with the development of spending priorities.

17. Assist Tribal Council in approving an Independent Auditor for the Tribe's annual audit of Tribal accounts and receive, review and analyze all audits and audit findings or the organization and its component units..

18. Assist Tribal Council in developing policies that meet acceptable auditing standards.

19. Fulfills responsibilities as defined by Tribal Law, as applicable.

20. All other duties as assigned relevant to the position.

B. The Office of Finance and Revenue shall have the authority to receive all financial records of the Tribe and related LTBB entities, enterprises, chartered corporations, departments, divisions, commissions, board, committees, programs, grants and contractors. The requested records shall be made available with all due diligence.

C. The Office of Finance and Revenue shall have the authority to request information related to finances from LTBB entities, enterprises, chartered corporations, departments, divisions, commissions, board, committees, programs, grants and contractors. The requested information shall be made available with all due diligence.

D. Establish and maintain all necessary liaison and communication with the officials of the Tribe and related LTBB entities, enterprises, chartered corporations, departments, divisions, commissions, boards, committees, programs, grants and contractors, and state and federal agencies for the furtherance and accomplishment of the purpose of the office.

E. Coordinate with the Executive, Judicial Branches, Prosecutor and Election Board in the development of accounting, budget formulation, and financial-related policies.

F. Be responsive to the requests of Tribal Council for specific information, providing management advisory services to the LTBB regarding finances, cash liquidity for current and future obligations, economic development, budgets and budget formulation processes, and compliance with financial documents and obligations.

G. Serve as one of the principal advisors to Tribal Council regarding accounting, systems and policies.

H. Exercise supervisory control and direction of all personnel within the office and maintain the highest standards of quality, ethics, independency and confidentiality. Review, modify and approve programs, reports and recommendations. Schedule and prioritize audits.

I. Represent Tribal Council on workgroups that are formed to address financial related legislation.

J. Represent the LTBB government within the areas of the responsibility and authority of the Office and as authorized by Tribal Council, in relations with all persons and organizations outside the LTBB, and in matters relating to cooperative activities with state or federal agencies.

K. Provide, to the extent necessary, training programs and library resources for the development of a well-qualified professional staff. Maintain a continuing education program designed to qualify staff personnel to meet the government standards.

L. Enter into agreements, as deemed necessary with LTBB, state or federal departments or offices for the sole purpose of accomplishing the objectives of the office, subject to review by and approval of Tribal Council.

M. Delegate authority to appropriate staff when necessary.

N. Report directly to Tribal Council or its designee on all operational issues and be responsible for the accomplishment of the purposes of the office.

(Source: WOS 2016-005, August 26, 2016, Section III)

15.1004 INTERNAL ORGANIZATION

A. The Department shall begin operations with currently employed LTBB staff as designated by Tribal Council.

B. All other personnel shall be hired and compensated pursuant to LTBB policies and procedures relating to qualifications, experience, Odawa preference, salaries, etc.

(Source: WOS 2016-005, August 26, 2016, Section IV)

15.1005 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws or ordinances of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2016-005, August 26, 2016, Section V)

15.1006 EFFECTIVE DATE

Effective upon signature of the Executive or shall be deemed enacted if not expressly vetoed by the Executive within thirty (30) days of submission. Tribal Council may, by an affirmative vote of seven (7) members of the Tribal Council, override a veto by the Executive.

(Source: WOS 2016-005, August 26, 2016, Section VI)

Chapter 11. Liquor and Tobacco Licensing Board Statute

(*As required under 18 U.S.C. § 1161, the Department of the Interior published the Liquor and Tobacco Licensing Board Statute in the Federal Register on April 2, 2015, 80 FR 17779-01*)

15.1101 SHORT TITLE

This Statute may be cited as the "Licensing Board."

(Source: WOS 2009-019, July 26, 2009, Section I)

15.1102 PURPOSE

The purpose of this Statute is to provide for the establishment of the Liquor and Tobacco Licensing Board that issues, renews and regulates liquor and tobacco licenses and permits in order to protect the rights and interest of Tribal Citizens.

(Source: WOS 2009-019, July 26, 2009, Section II)

15.1103 DEFINITIONS

The following definitions apply in this Statute:

A. "Alcoholic Liquor" means the four varieties of liquor (alcohol, spirits, wine and beer) and all fermented, spirituous, vinous, or malt liquor, or combinations thereof, and mixed liquor, a part of which is fermented, spirituous, vinous or malt liquor, or otherwise intoxicating; and every liquor or solid or semi-solid or other substance, patented or not, containing alcohol, spirits, wine or beer, and all drinks or drinkable liquids and all preparations or mixtures capable of human consumption, and any liquid, semi-solid, solid, or other substance, which contains more than one percent of alcohol by weight shall be conclusively deemed to be intoxicating.

B. **"**Board" means the Liquor and Tobacco Licensing Board.

C. "Cigarette" means any roll for smoking, made wholly or in part of tobacco, irrespective of size or shape and irrespective of whether the tobacco is flavored, adulterated or mixed with any other ingredient, where such roll has a wrapper or cover made of paper or any material, except where such wrapper is wholly or in the greater part made of natural leaf tobacco in its natural state.

D. "Licensee" means any person or entity, includes any employee or agent of the Licensee, licensed by the Tribe to sell alcohol or tobacco on Tribal trust lands.

E. "LTBB" or "Tribe" means the Waganakising Odawak Nation, also known as the Little Traverse Bay Bands of Odawa Indians.

F. "Person" or "Entity" means any individual, firm, partnership, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust, receiver, trustee, syndicate or any other group or combination acting as a unit.

G. "Tobacco Products" means all forms of tobacco prepared in such a manner at to be suitable for chewing or smoking including cigarettes, cigars, smoking tobacco, snuff, chewing tobacco.

H. "Tribal Court" means the Little Traverse Bay Bands of Odawa Tribal Court.

(Source: WOS 2009-019, July 26, 2009, Section III)

15.1104 LIQUOR AND TOBACCO LICENSES

A. Any person or entity that shall engage in the sale of alcohol or tobacco within the jurisdiction of the Tribe shall first obtain a license for such sale, provided that any person or entity engaging in such sales prior to the adoption of this Statute shall obtain a license within sixty (60) days for the enactment of this Statute.

B. A license shall be valid for a period of one (1) year from the date of its issuance and shall expire automatically without notice on the expiration date stated in the license.

C. No license shall be transferable.

D. Temporary licenses for a limited time-frame and purpose may also be available.

(Source: WOS 2009-019, July 26, 2009, Section IV)

15.1105 LIQUOR AND TOBACCO LICENSING BOARD

A. The Liquor and Tobacco Licensing Board ("Board") is hereby created within the Executive Branch to carry out the purposes stated in this Statute, and each annual budget submitted by the Executive shall include funding for the Board's operation subject to funding availability.

B. The Board shall adopt policies and regulation to carry out its duties under this Statute, subject to Tribal Council approval. General application of Commission, Board and Committee Statutes shall not apply to this board unless designated otherwise.

C. The Board shall meet once a year in regular meetings and additionally if necessary within 15 days of receiving any request for action by the Board.

D. Appointments, Term, Nepotism and Conflict

1. The Board shall consist of three (3) members nominated by the Executive and confirmed by the Tribal Council. To be eligible for appointment a person must be a Tribal Citizen who is at least eighteen (18) years of age and is familiar with all Tribal liquor and tobacco laws, regulations, policies and procedures. One Board member will have at least 2 years of experience in law enforcement, legal or judiciary. The Board members shall serve three year terms with initial appointments being one member for one year, a second member for two years, and a third for three years to provide for staggered terms.

2. Tribal employees may serve on the Board and may be compensated by stipend if the Board is not directly related to their employment, does not interfere with their work, and does not meet during scheduled work hours. If a Board meets during scheduled working hours and the staff member wishes to attend, the staff member must utilize PTO (personal time off), or flextime upon prior approval of the individual's supervisor.

3. Two or more members of the same immediate family as defined in the Constitution shall not serve on the Board at the same time.

4. No Board member may participate in making any decision that involves a personal or financial interest of the Board or a member of his or her immediate family unless such interest is held in common with the Tribe and its Citizens.

E. Open Meetings and Records

1. Board meetings shall be open to LTBB Citizens.

2. Board records shall be open to LTBB Citizens.

3. The Board must provide notice of meetings at least five days in advance of the meeting.

F. Compensation and Stipends

1. Board members who attend any meeting or hearing directly related to their duties or attend any event where their attendance is required may be compensated for attendance so long as there are funds available in the Board's budget.

2. Board members shall receive a stipend for attendance at Board meetings subject to the availability of funds.

3. Any Board member who attends a properly noticed meeting shall be eligible for a stipend, mileage, and expenses, even if no official action can be taken due to lack of a quorum.

(Source: WOS 2009-019, July 26, 2009, Section V)

15.1106 AUTHORITY

A. The Board shall hear and decide the granting, denial or renewal of licenses and permits.

B. The Board shall hear and decide on the suspension or revocation of a license based on citations of violations.

C. The Board shall hear and decide appeals on the issuance of citations.

D. The Board may hire inspectors or investigators provided funding availability.

(Source: WOS 2009-019, July 26, 2009, Section VII)

15.1107 APPEALS OF CITATIONS TO THE BOARD

A. Any party who has received an issuance of citations and disagrees with the citation may appeal to the Board.

1. An appeal of a citation must be filed within fourteen (14) days of the issuance of the citation. The party must file a written appeal to the Board including at a minimum:

c. A clear and concise statement of the reason(s) the appellant believes the decision should be overturned by the Board; and

d. The relief requested from the Board.

B. The aggrieved party must be given an effective opportunity to defend themselves by confronting any adverse witnesses and by being allowed to present witnesses, evidence and arguments.

C. The Board shall hear the appeal within 15 calendar days of filing, either during a regular meeting or special meeting called for that purpose, and issue its written ruling within ten (10) days of such hearing.

(Source: WOS 2009-019, July 26, 2009, Section VIII)

15.1108 JUDICIAL REVIEW

A. Decisions of the Board may be appealed to the Tribal Court by filing a written appeal with the Court within ten (10) days of the Board's ruling. The Court shall uphold the decision of the Board unless the Court determines that the Board's decision is clearly arbitrary, capricious, or otherwise not in accordance with applicable law or regulations.

B. The Tribal Council expressly waives the sovereign immunity of the Tribe and its agents for the limited purpose of reviewing the decisions of the Board under the standards set forth in Section VI.A and allowing for the remedies set forth in Section VI.C.

C. In the event the Court finds the Board's decision to be clearly arbitrary, capricious, or otherwise not in accordance with applicable law or regulations, it shall enter an equitable order overturning the Board's action, but shall not award monetary damages.

(Source: WOS 2009-019, July 26, 2009, Section IX)

15.1109 SOVERIEGN IMMUNITY

The Tribe, and all of its constituent parts, which includes but is not limited to Tribal enterprises, subordinate organizations, boards, committees, officers, employees and agents, are immune from suit in any jurisdiction except to the extent that such immunity has been clearly and expressly

waived by Tribe Council.

(Source: WOS 2009-019, July 26, 2009, Section X)

15.1110 REGULATIONS

The Executive may develop Regulations as it deems necessary for the implementation of the intent of this Statute and shall forward such Regulations to the Tribal Council for approval.

(Source: WOS 2009-019, July 26, 2009, Section XI)

15.1111 SAVINGS CLAUSE

In the event that any section, subsection or phrase of this Statute is found by a court of competent jurisdiction to violate the Constitution or laws of the Little Traverse Bay Bands of Odawa Indians, such part shall be considered to stand alone and to be deleted from this Statute, the entirety of the balance of the Statute to remain in full and binding force and effect so long as the overall intent of the Statute remains intact.

(Source: WOS 2009-019, July 26, 2009, Section XII)

15.1112 EFFECTIVE DATE

Effective upon the signature of the Executive, or 30 days from submission to the Executive branch, or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2009-019, July 26, 2009, Section XIII)

Chapter 12. Health Department

15.1201 PURPOSE

This Statute is hereby enacted to establish the Health Department that is responsible for overseeing all Health related programs and personnel including physical and mental health to

ensure a holistic approach by respecting and intertwining both modern and traditional healing.

(Source: WOS 2010-002, June 6, 2010, Section I)

15.1202 DEFINITIONS

D. "Anishinaabemowin" means the language spoken by the Odawa people.

E. "Cultural" means aspects of the Odawa history, spirituality, traditions, arts and crafts, values and mannerisms.

F. "Cultural Proficiency" means the knowledge, skills, and attitudes/beliefs that enable a person to work well with, respond effectively to, and be supportive of the Odawa Citizens.

G. "Department" means Health Department.

H. "Director" means the Health Department Director.

I. "Tribe" means the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2010-002, June 6, 2010, Section II)

15.1203 CREATION OF THE DEPARTMENT

A. Pursuant to Article VII (D) (22) of the Tribal Constitution the Tribal Council shall have the power to: "Approve the creation or dissolution of Executive divisions or departments to promote and protect the peace, health, safety, education, and general welfare, including but not limited to cultural and natural resources, of the Little Traverse Bay Bands of Odawa Indians and its members".

B. The Tribal Council hereby approves the creation of the Health Department within the Executive Branch of government.

(Source: WOS 2010-002, June 6, 2010, Section III)

15.1204 AUTHORITY AND DUTIES

A. The Department shall have the following duties under the direction of the Director:

1. Promote, design and implement health programs for each facet of our tribal community.

2. Strive to improve and enhance the understanding of health related issues within our community and in the greater community.

3. Assist with annual community events that incorporate health and wellbeing.

4. Provide services and programs that increase health and wellbeing.

5. Administer health-based programs, grants and projects that assist our Tribal Citizens with an awareness of the unique needs of our Tribal Citizens.

6. Establish more interactive resources for tribal citizens that utilize the most current and feasible technologies.

7. Administer all Indian Health Services' health-related programs and funding received by the Tribe, as appropriate.

8. Administer all funds and grants to the Tribe related to health matters, as appropriate.

9. Establish appropriate programs such as health clinic, dental clinic, contract health, healthy start, community outreach, diabetes self-management, substance abuse, mental health and any other applicable health related opportunities.

(Source: WOS 2010-002, June 6, 2010, Section IV)

15.1205 STAFFING

A. The Department shall begin operations with current staff of the health clinic, dental clinic, contract health, healthy start, community outreach, diabetes self-management, substance abuse, mental health and any other applicable health related department, division or program, as appropriate.

B. The Director shall authorize and implement such divisions and programs as necessary to meet the health related needs of the Tribal community.

J. Only persons who possess cultural proficiency shall be eligible for hire in this Department with the exception of hiring persons that provide technical expertise outside of the Odawa Cultural or Anishinaabemowin.

(Source: WOS 2010-002, June 6, 2010, Section V)

15.1206 REGULATIONS REQUIRED

Any regulations shall be developed by the Executive Branch and presented to Tribal Council for approval in accordance with the Administrative Procedures Act.

(Source: WOS 2010-002, June 6, 2010, Section IV)

15.1207 APPROPRIATIONS AUTHORIZED

Any current appropriations for the health clinic, dental clinic, contract health, healthy start, community outreach, diabetes self-management, substance abuse, mental health and any other applicable health related department, division or program, as appropriate, shall be used to implement this Statute and the Executive shall present Tribal Council with future annual budgets necessary to implement this Statute.

(Source: WOS 2010-002, June 6, 2010, Section VII)

15.1208 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2010-002, June 6, 2010, Section VIII)

15.1209 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2010-002, June 6, 2010, Section IX)

Chapter 13. Repeal of Waganakising Odawak Statute 2010-007 Legal and Legislative Committee

15.1301 PURPOSE

The purpose of this Statute is to repeal the Waganakising Odawak Statute 2010-007 Legal and Legislative Committee Statute.

(Source: WOS 2015-021, November 13, 2015, Section I)

15.1302 FINDINGS and REPEALED

The Legal and Legislative Committee is no longer applicable to the current organization of the Little Traverse Bay Bands of Odawa Indians tribal government and WOS 2010-007, Legal and Legislative Committee Statute along with any of its policies are hereby repealed in its entirety.

(Source: WOS 2015-021, November 13, 2015, Section II)

15.1303 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws, ordinances or statutes of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, the entirety of the balance of the statute to remain in full and binding force and effect

(Source: WOS 2015-021, November 13, 2015, Section III)

15.1304 EFFECTIVE DATE

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2015-021, November 13, 2015, Section IV)

Chapter 14. Accounting Department

15.1401 PURPOSE

The purpose of this Statute is to create the Accounting Department to provide the administration of appropriations and accounting services for the Tribe, other than gaming related enterprises.

(Source: WOS 2011-009, May 2, 2011, Section I)

15.1402 DEFINITIONS

A. *"Constitution"* or *"Tribal Constitution"* means the Constitution of the Little Traverse Bay Bands of Odawa Indians as adopted on February 1, 2005, and any amendments thereto.

B. *"Executive Branch"* means the Branch identified in Article VIII of the Tribal Constitution.

C. *"LTBB"* or *"Tribe"* for the purposes of this Statute means the three branches of government-Legislative, Executive and Judiciary, including the Election Board and Prosecutor's Office of the Little Traverse Bay Bands of Odawa Indians.

D. *"Tribal Council" or "Council"* means the elected body of the Little Traverse Bay Bands of Odawa Indians to carry out legislative powers under Article VII of the Constitution.

(Source: WOS 2011-009, May 2, 2011, Section II)

15.1403 CREATION OF THE OFFICE

A. Pursuant to Article VI of the Tribal Constitution the Executive Branch administers the funds that are appropriated by Tribal Council.

B. The Tribal Council hereby creates and establishes the Accounting Department within the Executive Branch.

(Source: WOS 2011-009, May 2, 2011, Section III)

15.1404 AUTHORITY AND DUTIES

The Accounting Department shall have the following authority and duties:

A. To conduct internal audits in accordance with Generally Accepted Auditing Standards for internal audits to the extent those standards are not in conflict with the Constitution or laws of the Tribe.

B. To request information and documents from any Tribal Governmental Branch, Prosecutor's Office, Election Board including departments, boards, commissions, committees and businesses of the Tribe as it relates to the finances and accounting.

C. To oversee budgeting, accounting, purchasing and payroll for compliance with laws, regulations and Tribal Council approved policies, along with maintaining proper records to afford adequate accounting controls and services.

D. To establishes budget programs.

E. To oversee grant compliance.

F. To assist each of the governmental branches of government; Legislative, Executive, and Judiciary along with the Prosecutor's office and Election Board with any and all accounting, purchasing, budgets, compliance, grant compliance and any other accounting related matter.

G. To assist in the preparation of an annual report as mandated by the Constitution for distribution at the annual meeting that includes all appropriations of operating funds and Tribal enterprises by department showing how the funds were spent and profit and loss statements where applicable and submit same to Tribal Treasurer for approval.

H. To evaluate the program's expenditures, and audits of the government and businesses of the Tribe and provide suggestions to the Executive and Tribal Council on methods to make the government more efficient, effective, and responsive to the needs of the Tribal Citizens.

I. To prescribe additional auditing standards and financial practices as necessary to be presented for approval by the Tribal Council.

J. To perform financial functions for the Tribe, other than gaming enterprises, such as payroll, accounts payable, revenue receipts, general ledger maintenance, cash management activities, bank reconciliations, and monitoring of grant activities and grants requirements.

K. To perform financial functions for the Tribal non-gaming enterprises and Tribally Chartered Corporations, if requested by said entity, such as payroll, accounts payable, revenue receipts, general ledger maintenance, cash management activities, bank reconciliations, and monitoring of grant activities and grants requirements.

L. To provide copies of all audits and findings to Tribal Council.

M. To provide Tribal Council quarterly reports, an annual report and an annual audited financial statements including all it enterprises and component units.

(Source: WOS 2011-009, May 2, 2011, Section IV)

15.1405 STAFFING

The Office shall begin operations with current staff of the accounting department.

(Source: WOS 2011-009, May 2, 2011, Section V)

15.1406 APPROPRIATIONS AUTHORIZED

Any current appropriations for the accounting department, as appropriate, shall be used to implement this Statute.

(Source: WOS 2011-009, May 2, 2011, Section VI)

15.1407 ADMINISTRATIVE PROCEDURES REQUIRED

Administrative Procedures shall be developed within One hundred and Twenty days (120) days by the Executive Branch and presented to Tribal Council for approval in accordance with the Administrative Procedures Act 2008-001, or as amended, in order to clarify the implementation of Waganakising Odawak Statute 2011-009 Accounting Department by defining how the Department will administer funds and services.

Source: WOS 2014-007 Amended 2011-009, August 7, 2014, Section VII by Override)

15.1408 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2014-007 Amended 2011-009, August 7, 2014, Section VIII by Override)

14.1409 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2014-007 Amended 2011-009, August 7, 2014, Section IX by Override)

Chapter 15. Department of Repatriation, Archives and Records

15.1501 SHORT TITLE

This Statute shall be entitled "Department of Repatriation, Archives and Records" Statute. This statute rescinds and replaces "Gijigowi Bibskaabiimi" WOS 2010-008.

(Source: WOS 2012-002, April 22, 2012, Section I)

15.1502 PURPOSE

To create the Executive Department of the Repatriation, Archives and Records and to provide coordination and assistance for the MACPRA/NAGPRA Representative. The Department shall manage Tribal Archives and house and process Tribal records and assist the MACPRA/NAGPRA Representative with duties relating to the repatriation of Native American remains and cultural items and will receive and manage such items.

(Source: WOS 2012-002, April 22, 2012, Section II)

15.1503 DEFINITIONS

A. "Archives" means the collection of tribal history and culture that is significant to the identity of Odawa people.

B. **"Cultural"** means aspects of the Odawa history, spirituality, traditions, arts, values and mannerisms.

C. **"Cultural Proficiency"** means the knowledge, skills, and attitudes/beliefs that enable a person to work well with, respond effectively to, and be supportive of the Odawa Citizens and Community.

D. **"Department"** means the Repatriation and Archival Records Department.

E. **"MACPRA"** means the Michigan Anishnaabeg Cultural Preservation and Repatriation Alliance. An alliance of the Tribe of Michigan that defends and protects indigenous grave and traditional cultural properties.

F. **"NAGRPA"** means the Native American Graves Protection and Repatriation Act (as amended).

G. **"Remains"** means Tribal ancestral remains or Native American remains and/or funerary objects.

H. **"Representative"** means the person designated as the Tribe's representative to MACPRA and authorized by NAGPRA on behalf of the Tribe.

I. **"Tribe"** means the Little Traverse Bay Bands of Odawa Indians or the Waganakising Odawa.

(Source: WOS 2012-002, April 22, 2012, Section III)

15.1504 CREATION OF THE REPATRIATION AND ARCHIVAL RECORDS DEPARTMENT

A. Pursuant to Article VII (D) (22) of the Tribal Constitution the Tribal Council shall have the power to: "Approve the creation or dissolution of Executive divisions or departments to promote and protect the peace, health, safety, education, and general welfare, including but not

limited to cultural and natural resources, of the Little Traverse Bay Bands of Odawa Indians and its members".

B. The Tribal Council hereby approves the creation of the Repatriation and Archival Records Department within the Executive Branch of government and shall be overseen by the Repatriation and Archival Records Department Director.

(Source: WOS 2012-002, April 22, 2012, Section IV)

15.1505 DEPARTMENT AUTHORITY

A. Collect, preserve and manage any and all information about the Odawa people, both historical and contemporary, utilizing the most current methods of archival preservation and digitization in order to create a seamless process for internal creation of educational materials, programs, classes and resources.

B. Serve as a clearing house and storage facility for all government documents and products created through government processes and functions.

C. The Department shall coordinate with the Representative to ensure that the repatriation of Native Ancestral remains, cultural patrimony, and sacred objects to tribe is handled in a culturally significant manner.

D. The Department shall coordinate with the Representative to ensure that traditional cultural properties and sacred sites are protected.

E. The Department shall assist the Representative with administrative tasks and services.

(Source: WOS 2012-002, April 22, 2012, Section V)

15.1506 STAFFING

A. If appropriate, the Department shall begin operations with currently employed LTBB staff as designated by the Executive.

B. All research, academic, and work products produced by the Department shall belong to the Tribe and be considered public documents.

C. Credits may be given for program and/or individual contributions to materials produced by the Department.

D. Copies may be used in educational promotion purposes; all copies shall include all original credits.

E. Copy for profit shall be prohibited.

F. Only persons who possess cultural proficiency shall be eligible for hire in this Department with the exception of hiring persons that provide technical expertise outside of the Odawa culture or Anishinaabemowin.

(Source: WOS 2012-002, April 22, 2012, Section VI)

15.1507 APPROPRIATIONS

The current appropriations for the Archives and Records Program within the Gijigowi Bibskaabiimi Department shall be used to implement this statute along with any additional supplemental funds necessary to meet the obligations of this Statute; and the Executive shall present Tribal Council with future annual budgets necessary to implement this statute.

(Source: WOS 2012-002, April 22, 2012, Section VII)

15.1508 REPEAL

Any Statute, Resolution or Regulation, or portion therein, that is in conflict with this Statute is repealed upon the effective date of this Statute.

(Source: WOS 2012-002, April 22, 2012, Section VIII)

15.1509 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2012-002, April 22, 2012, Section IX)

15.1510 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto AND the passage of Waganakising Odawak Statute Education Department and Waganakising Odawak Statute Gijigowi Anishinaabemowin Language Department.

(Source: WOS 2012-002, April 22, 2012, Section X)

Chapter 16. Education Department

15.1601 PURPOSE

This Statute is hereby enacted to establish an Education Department. This statute rescinds and replaces "Gijigowi Bibskaabiimi" WOS 2010-008.

(Source: WOS 2012-003, April 22, 2012, Section I)

15.1602 DEFINITIONS

A. "Cultural" means aspects of the Odawa history, spirituality, traditions, arts, values and mannerisms.

B. "Cultural Proficiency" means the knowledge, skills, and attitudes/beliefs that enable a person to work well with, respond effectively to, and be supportive of the Odawa Citizens.

C. **"Department"** means Education Department.

D. **"Tribe"** means the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2012-003, April 22, 2012, Section II)

15.1603 CREATION OF THE DEPARTMENT

A. Pursuant to Article VII (D) (22) of the Tribal Constitution the Tribal Council shall have the power to: "Approve the creation or dissolution of Executive divisions or departments to promote and protect the peace, health, safety, education, and general welfare, including but not limited to cultural and natural resources, of the Little Traverse Bay Bands of Odawa Indians and its members".

B. The Tribal Council hereby approves the creation of the Education Department within the Executive Branch of government, and shall be overseen by the Education Department Director.

(Source: WOS 2012-003, April 22, 2012, Section III)

15.1604 AUTHORITY AND DUTIES

F. The Department shall have the following duties:

1. Promote, design and implement cultural training programs for each facet of our Tribal community and Tribal government.

2. Strive to improve and enhance the understanding of Tribal culture within our community and in the greater community.

3. Collaborate with other LTBB departments to infuse culture and spirituality into their programs and activities.

4. Assist with annual community events that incorporate Odawa traditions and culture.

5. Provide services and programs that increase accessibility to two kinds of "traditional" education in tandem: formal, mainstream schooling and culturally-based, spiritual teachings.

6. Administer education-based programs, grants and projects that assist our people to reach their personal and educational goals with an awareness of the unique needs of our Tribal Citizens.

7. Utilize the cultural knowledge of our ancestors and our elders to pursue and provide programs, activities, initiatives and grant-supported projects for our youth that work to instill pride in our children in being Odawa.

8. Establish more interactive resources for Tribal Citizens that utilize the most current and feasible technologies.

9. Administer all BIA education-related programs and funding received by the Tribe.

10. Establish appropriate programs such as Head Start, Kindergarten through Twelfth grade, Adult Education, and General Educational Development (GED) programs, Adult Vocational Training (AVT), Higher Education, Educational Grants and Cultural Learning Programs and any other applicable learning opportunities.

11. Establish an educational center that enables Tribal Citizens and the greater community members to access historical information and data.

12. Establish and maintain a cultural library.

(Source: WOS 2012-003, April 22, 2012, Section IV)

15.1605 STAFFING

A. If appropriate, the Department shall begin operations with currently employed LTBB

staff as designated by the Executive.

B. All research, academic, and work products produced by the Department shall belong to the Tribe and be considered public documents.

C. Credits may be given for program and/or individual contributions to materials produced by the Department.

D. Copies may be used in educational promotion purposes; all copies shall include all original credits.

E. Copy for profit shall be prohibited.

F. Only persons who possess cultural proficiency shall be eligible for hire in this Department with the exception of hiring persons that provide technical expertise outside of the Odawa culture or Anishinaabemowin.

(Source: WOS 2012-003, April 22, 2012, Section V)

15.1606 REGULATIONS REQUIRED

Any regulations shall be developed by the Executive Branch and presented to Tribal Council for approval in accordance with the Administrative Procedures Act.

(Source: WOS 2012-003, April 22, 2012, Section VI)

15.1607 APPROPRIATIONS AUTHORIZED

The Tribe has established Educational programs within the Gijigowi Bibskaabiimi Department. Upon the enactment of this Statute, the Educational program funds will be moved under the Education Department with the current appropriations for the Educational programs within the Gijigowi Bibskaabiimi Department along with any additional supplemental funds necessary to meet the obligations of this Statute; and the Executive shall present Tribal Council with future annual budgets necessary to implement this statute.

(Source: WOS 2012-003, April 22, 2012, Section VII)

15.1608 REPEAL

Any Statute, Resolution or Regulation, or portion therein, that is in conflict with this Statute is repealed upon the effective date of this Statute.

(Source: WOS 2012-003, April 22, 2012, Section VIII)

15.1609 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2012-003, April 22, 2012, Section IX)

15.1610 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto AND the passage of Waganakising Odawak Statute Department of the Repatriation, Archives and Records and Waganakising Odawak Statute Gijigowi Anishinaabemowin Language Department.

(Source: WOS 2012-003, April 22, 2012, Section X)

Chapter 17. Gijigowi Anishinaabemowin Language Department

15.1701 PURPOSE

This Statute is hereby enacted to establish the Anishinaabemowin Department for promoting and

revitalizing Anishinaabemowin. This Statute is in honor of Gijigowi, Victor Simon Kishigo, for his dedication and work to revitalize Anishinaabe Culture and Anishinaabemowin. This statute rescinds and replaces "Gijigowi Bibskaabiimi" WOS 2010-008.

(Source: WOS 2012-004, April 22, 2012, Section I)

15.1702 DEFINITIONS

A. **"Anishinaabemowin"** means the language spoken by the Odawa people in accordance with the Constitution, Article III (B).

B. **"Cultural"** means aspects of the Odawa history, spirituality, traditions, arts, values and mannerisms.

C. **"Cultural Proficiency"** means the knowledge, skills, and attitudes/beliefs that enable a person to work well with, respond effectively to, and be supportive of the Odawa Citizens and Community.

D. **"Department"** means the Gijigowi Anishinaabemowin Language Department.

E. **"Tribe"** or **"LTBB"** means the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2012-004, April 22, 2012, Section II)

15.1703 CREATION OF THE GIJIGOWI ANISHINAABEMOWIN DEPARTMENT

A. Pursuant to Article VII (D) (22) of the Tribal Constitution the Tribal Council shall have the power to: "Approve the creation or dissolution of Executive divisions or departments to promote and protect the peace, health, safety, education, and general welfare, including but not limited to cultural and natural resources, of the Little Traverse Bay Bands of Odawa Indians and its members".

B. The Tribal Council hereby approves the creation of the Anishinaabemowin Department

titled "Gijigowi Anishinaabemowin Language Department" within the Executive Branch of government and shall be overseen by the Language Department Director.

(Source: WOS 2012-004, April 22, 2012, Section III)

15.1704 AUTHORITY AND DUTIES

A. The Department shall have the following duties:

1. Shall promote the preservation and revitalization of Anishinaabemowin and Anishinaabe culture.

2. Shall be responsible for administering all funds and grants to the Tribe related to Anishinaabemowin.

3. Shall be tasked with developing Anishinaabemowin resources, including curriculum, training aids, video and audio products.

4. Shall provide Anishinaabemowin educational programs.

5. Shall be responsible for adopting a common method of spelling.

6. Shall be responsible for assisting all LTBB governmental entities and enterprises with formal Anishinaabek names or requests.

(Source: WOS 2012-004, April 22, 2012, Section IV)

15.1705 STAFFING

A. If appropriate, the Department shall begin operations with currently employed LTBB staff as designated by the Executive.

B. All research, academic, and work products produced by the Department shall belong to the Tribe and be considered public documents.

C. Credits may be given for program and/or individual contributions to materials produced by the Department.

D. Copies may be used in educational promotion of Anishinaabemowin; all copies shall include all original credits.

E. Copy for profit shall be prohibited.

F. Only persons working towards or have obtained fluency in Anishinaabemowin and possess Cultural Proficiency shall be eligible for hire in this Department with the exception of hiring persons that provide technical expertise outside of Anishinaabemowin.

(Source: WOS 2012-004, April 22, 2012, Section V)

15.1706 REGULATIONS REQUIRED

Any regulations shall be developed by the Executive Branch and presented to Tribal Council for approval in accordance with the Administrative Procedures Act.

(Source: WOS 2012-004, April 22, 2012, Section VI)

15.1707 APPROPRIATIONS AUTHORIZED

The Tribe has established an Anishinaabemowin Language Program within the Gijigowi Bibskaabiimi Department. Upon the enactment of this Statute, the language program funds will be moved under the Language Department along with any additional supplemental funds necessary to meet the obligations of this Statute; and the Executive shall present Tribal Council with future annual budgets necessary to implement this statute.

(Source: WOS 2012-004, April 22, 2012, Section VII)

15.1708 REPEAL

Any Statute, Resolution or Regulation, or portion therein, that is in conflict with this Statute is repealed upon the effective date of this Statute.

(Source: WOS 2012-004, April 22, 2012, Section VIII)

15.1709 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2012-004, April 22, 2012, Section IX)

15.1710 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto AND the passage of Waganakising Odawak Statute Education Department and Waganakising Odawak Statute Department of the Repatriation, Archives and Records.

(Source: WOS 2012-004, April 22, 2012, Section X)

Chapter 18. Office of Citizens Legal Assistance

15.1801 SHORT TITLE; PURPOSE; SCOPE

A. SHORT TITLE

This statute shall be entitled "The Office of Citizens Legal Assistance."

B. PURPOSE

The purpose of this statute is to establish the "Office of Citizens Legal Assistance", hereinafter called the "Office", in the Enjinaaknegeng (Legal Department). The Office shall assist

Tribal Citizens with non-criminal legal issues.

C. SCOPE

The Office shall maintain the attorney-client privilege relationship with respect to all communications between it and any Citizen it services. The Office shall not assist with issues that involve the Tribe. The Office will be available to assist with providing legal guidance and drafting of documents, but cannot appear in Court on behalf of Tribal Citizens.

(Source: WOS 2012-006, June 10, 2012, Section I)

15.1802 DEFINITIONS

A. "Tribal Council" means the legislative body created under Article VII of the Little Traverse Bay Bands of Odawa Indians Tribal Constitution.

B. "LTBB" or "Tribe" means the Waganakising Odawa, also known as Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2012-006, June 10, 2012, Section II)

15.1803 AUTHORITY AND DUTIES

A. The Office of Citizens Legal Assistance is created within Enjinaaknegeng to provide Tribal Citizens the professional services of an attorney on legal issues. The Office can assist with providing legal guidance and drafting of documents, including, but not limited to, the following:

- Estate Planning - the drafting of Wills, Power of Attorneys, Medical Power of Attorneys and Trusts;
- Real Estate - assist with the purchase, sale, or transfer of real estate, including foreclosures or forfeitures;
- Landlord/Tennant - assist with evictions or any other issues with a landlord or tenant;

- Divorce/Custody/Support - assist a Tribal Member that is involved in a divorce, has issues with child custody, visitation, or child support;

- Probate of Estates - assist with probating a Will in state or tribal court;

- Criminal Matters – is limited to explaining the legal process;

- Civil Matters – is limited to giving legal advice if the Tribal Citizen is involved in a civil lawsuit, including accusations of abuse or neglect of a child against a parent;

- Paternity, DNA testing, Birth Certificates - can assist Tribal Citizens in establishing paternity, including the use of DNA testing, and making changes to birth certificates;

- Guardianships and Conservatorships - can assist in obtaining Guardianships and Conservatorships for minors or for persons who are unable to care for themselves;

- Driver's Licenses - can assist Tribal citizens who are trying to get their driver's license restored through the Secretary of State; and,

- General Legal Advice - can give general legal advice for any type of legal issue that a Tribal Citizen may have except for issues that involve the Tribe.

B. On matters that are of a criminal nature or involve the Tribe, Tribal Officials, Tribal Employees or other Tribal Citizens as a potential party in a dispute, the advice given shall be procedural only.

(Source: WOS 2012-006, June 10, 2012, Section III)

15.1804 STAFFING

A. Tribal Council is authorized to retain an attorney, support staff, and such other positions or entities as may be necessary to carry out the purposes of the Office of Citizens of Legal Assistance. Depending on need and resources, the Citizens Legal Assistance attorney may be contracted on a part time basis or employed at a negotiated salary and shall serve at the pleasure

of the Tribal Council. The attorney must be licensed and in good standing in the State of Michigan and is under the supervision of the General Counsel.

B. All other personnel shall be hired and compensated pursuant to LTBB laws, policies and procedures relative to qualifications, experience, Native preference, salaries, etc., and subject to workload requirements and appropriate constraints under the supervision of the Office attorney and General Counsel.

(Source: WOS 2012-006, June 10, 2012, Section IV)

15.1805 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this statute is found by a court of competent jurisdiction to violate the Constitution, laws or ordinances of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this statute, of entirety of the balance of the statute to remain in full and binding force and effect.

(Source: WOS 2012-006, June 10, 2012, Section V)

15.1806 EFFECTIVE DATE

Effective upon signature of the Executive or shall be deemed enacted if not expressly vetoed by the Executive within thirty (30) days of submission. The Tribal Council may, by an affirmative vote of seven (7) members of the Tribal Council, override a veto by the executive.

(Source: WOS 2012-006, June 10, 2012, Section VI)

Chapter 19. Office of Executive Services Attorney

15.1901 ESTABLISHMENT

This Statute hereby establishes under the Executive an office to be known as the Office of the Executive Services Attorney, also referred to in this Statute as the "Office".

(Source: WOS 2012-007, July 8, 2012, Section I)

15.1902 PURPOSE

The purpose of the Office shall be to provide legal advice to the Tribal Chair and assist the Tribal Chair in carrying out the duties of the Tribal Chair.

(Source: WOS 2012-007, July 8, 2012, Section II)

15.1903 POLICY

The Office shall maintain impartiality as to issues of Executive policy to be determined by the Tribal Chair, and shall not advocate the adoption or rejection of any policy decisions. The Office shall maintain the attorney-client relationship with respect to all communications between it and the Tribal Chair and shall serve as the attorney for the Tribal Chair in any court action.

(Source: WOS 2012-007, July 8, 2012, Section III)

15.1904 FUNCTIONS

The functions of the Office shall be as follows:

A. Upon request of the Tribal Chair, to assist in the drafting of regulations, resolution, policies, statutes, and accompanying reports, in accordance with the policy objectives of the Tribal Chair.

B. Provide legal counsel and services upon request of the Tribal Chair.

C. To objectively advise Tribal Chair on interpretation of any legislation, regulations, resolutions or policies.

(Source: WOS 2012-007, July 8, 2012, Section IV)

15.1905 STAFFING

The Office will be staffed by an Executive Services Attorney, and such staff as may be provided for in a budget approved by Tribal Council.

(Source: WOS 2012-007, July 8, 2012, Section V)

15.1906 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2012-007, July 8, 2012, Section VI)

15.1907 EFFECTIVE DATE

Effective upon the signature of the Executive, or 30 days from submission to the Executive branch, or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2012-007, July 8, 2012, Section VII)

Chapter 20. Department of Human Services

15.2001 PURPOSE

The purpose of the Statute is to establish a Little Traverse Bay Bands of Odawa Indians (LTBB) governmental Executive department entitled "Department of Human Services" that shall work with families in a way that is characteristic of the LTBB inherent cultural traditions, customs, and values and address the well-being and protection of LTBB children, adults, families, communities and the Tribe.

(Source : WOS 2012-009, August 5, 2012, Section I)

15.2002 DEFINITIONS

A. "Constitution" or "Tribal Constitution" means the Constitution of the Little Traverse Bay Bands of Odawa Indians as adopted on February 1, 2005, and any amendments thereto.

B. "Executive Branch" means the Branch identified in Article VIII of the Tribal Constitution.

C. "LTBB" or "Tribe" means the Little Traverse Bay Bands of Odawa Indians.

D. "Tribal Council" or "Council" means the elected body of the Little Traverse Bay Bands of Odawa Indians to carry out legislative powers under Article VII of the Constitution.

(Source: WOS 2012-009, August 5, 2012, Section II)

15.2003 CREATION OF THE OFFICE

A. Pursuant to Article VII of the Tribal Constitution the Legislative Branch approves the creation or dissolution of Executive divisions or departments to promote and protect the peace, health, safety, education, and general welfare, including but not limited to cultural and natural resources, of the Little Traverse Bay Bands of Odawa Indians and its members.

B. The Tribal Council hereby creates and establishes the Department of Human Services within the Executive Branch.

(Source: WOS 2012-009, August 5, 2012, Section III)

15.2004 AUTHORITY AND DUTIES

The Department of Human Services shall:

A. Provide a high level of social well-being essential to the improvement of the quality of life within the Tribe by providing programs that emphasize prevention and preservation of the family.

B. Act as the outreach center that oversees resources administered through the Department so Tribal Citizens can make decisions and choices affecting their present and future economic

and social stability. Provide for effective communication and dissemination of Tribal information to the Tribal community regarding Departmental services.

C. Promote family unity and well-being through protection of LTBB children, adults, families, communities and the Tribe.

D. Collaborate, consult and negotiate with tribal, state and federal agencies for the purpose of promoting the wellbeing of all Tribal Citizens and citizens from other tribes including issues surrounding any child and adult welfare.

E. Have responsibility for investigating Indian child welfare and adult welfare matters, including interaction with state, federal and other tribal human services agencies.

F. Work with appropriate officials and departments to draft petitions for the protection of children and adults.

G. In conjunction with the Child Welfare Commission, determine appropriate placement recommendations to the Presenting Office and Court for child welfare matters.

H. Determine appropriate placement recommendations for adult welfare matters.

I. Maintain appropriate documentation and records according to applicable laws.

J. Provide direct services to clients in need via effective and documented case management as well as link them to other available resources.

K. When implementing services to a minor child, the child's family will have an opportunity to be involved in decisions affecting services for that child.

(Source: WOS 2012-009, August 5, 2012, Section IV)

15.2005 INTERNAL ORGANIZATION

A. The Department of Human Services shall consist of such divisions, branches, and offices

necessary for the execution of its mission, performance of its mandated functions, and to achieve its annual goals and objectives.

B. The Department shall employ staff professionals and support personnel and/or contract with professional service firms as determined by the Director and consistent with the laws of LTBB. Such staff professionals and support personnel and/or professional firms shall meet minimal background standards for employment.

C. The Department shall maintain a current organizational chart. The organizational chart shall accompany its annual budget submission and any supplemental funding requests in accordance with the LTBB *Budget Formulation Process.*

D. The Department Director shall be a full-time employee and paid compensation commensurate with his or her skills, education, experience, and responsibilities and within the standards of compensation established by LTBB.

1. The Director shall be responsible for operating within the annually appropriated budget for the Department.

2. The Director may not serve as an ex officio member of any LTBB commissions, committees or boards.

E. The Department shall work with the Child Welfare Commission in accordance with the Child Welfare Commission and Child Protection Statutes. The Child Welfare Commission shall be consulted during the development of the Department's annual goals and objectives and issues that involve child protection and welfare.

F. Annual Report.

The Department of Human Services shall prepare a final written annual report within thirty (30) calendar days of the end of each fiscal year. It will report on the activities of the Department, achievement of the goals and objectives for the previous fiscal year, and the impact, if any, of fiscal constraints on its current goals and objectives. The Report shall be submitted to the Executive who shall provide it to Tribal Council within thirty (30) calendar days of receipt.

(Source: WOS 2012-009, August 5, 2012, Section V)

15.2006 STAFFING

Any current employees for the Human Services Department shall remain and be used to implement this Statute.

(Source: WOS 2012-009, August 5, 2012, Section VI)

15.2007 APPROPRIATIONS AUTHORIZED

Any current appropriations for the Human Services Department, as appropriate, shall be used to implement this Statute and the Executive shall present Tribal Council with future annual budget requests necessary to implement this Statute.

(Source: WOS 2012-009, August 5, 2012, Section VII)

15.2008 REGULATIONS

Regulations and/or policies promulgated to implement this Statute shall follow the Administrative Procedures Act.

(Source: WOS 2012-009, August 5, 2012, Section VIII)

15.2009 ADMINISTRATIVE PROCEDURES REQUIRED

Administrative Procedures shall be developed by the Executive Branch and presented to Tribal Council for approval in accordance with the Administrative Procedures Act 2008-001, or as amended, in order to clarify the implementation of this Statute by defining how the department will implement daily activities.

(Source: WOS 2014-004, May 6, 2014, Section IX)

15.2010 SAVINGS CLAUSE

In the event that any phrase, provision, part, paragraph, subsection or section of this Statute is found by a court of competent jurisdiction to violate the Constitution, laws or ordinances of the Little Traverse Bay Bands of Odawa Indians, such phrase, provision, part, paragraph, subsection or section shall be considered to stand alone and to be deleted from this Statute, the entirety of the balance of the Statute to remain in full and binding force and effect.

(Source: WOS 2012-009, August 5, 2012, Section IX)

15.2011 EFFECTIVE DATE

Effective upon signature of the Executive or shall be deemed enacted if not expressly vetoed by the Executive within thirty (30) days of submission. The Tribal Council may, by an affirmative vote of seven (7) members of the Tribal Council, override a veto by the executive.

(Source: WOS 2014-004, May 6, 2014, Section X)

Chapter 21. Tribal Historic Preservation Office Statute

Codification Note: Repeals and replaces WOS 2018-022

15.2101 PURPOSE

The purpose of this Statute is to establish the Tribal Historic Preservation Office (THPO) that assumes the duties under National Historic Preservation Act of 1966, as amended (NHPA) within the exterior boundaries of the Little Traverse Bay Bands of Odawa Indians (LTBB) reservation; and fulfills the duties of the Native American Graves Protection and Repatriation Act (NAGPRA) representative(s); and such others as duties and functions as designated by Tribal Council. This Statute repeals and replaces Waganakising Odawak Statute 2018-022 Tribal Historic Preservation Office Protection and Management of Archaeological, Historical and Cultural Properties and Cultural Resources, 2014-013, 2013-002, and any and all previous Statutes.

(Source: WOS 2019-006, June 12, 2019, Section I)

15.2102 ABROGATION AND GREATER RESTRICTIONS

A. Where this Statute imposes greater restrictions than those contained in relevant Federal Laws and Regulations, this Statute shall govern.

B. Other Federal laws and regulations that apply to Tribal Lands administered by the Bureau of Indian Affairs, but may be superseded by this Statute include: National Historic Preservation Act of 1966, as amended (NHPA), 16 U.S.C. 470(1988); Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469; National Environmental Policy Act (NEPA), 42 U.S.C. 4321 (1988); 36 C.F.R. Part 800: Protection of Historic Properties; American Indian Religious Freedom Act (AIRFA), 42 U.S.C. 1996 (1988); Native American Graves Protection and Repatriation Act of 1990 (NAGPRA), 25 U.S.C. 3001; Archaeological Resources Protection Act of 1979, as amended (ARPA), 16 U.S.C. 470; and Executive Order 13007.

C. This Statute shall not affect the application of separate actions occurring under State or Federal laws.

(Source: WOS 2019-006, June 12, 2019, Section II)

15.2103APPLICABILITY

This Statute shall apply to all individuals, activities, and property, whether free or in trust, within the exterior boundaries of the Little Traverse Bay Bands of Odawa Indians Reservation.

(Source: WOS 2019-006, June 12, 2019, Section III)

15.2104 DEFINITIONS

A. “Ancestral Remains” means Tribal ancestral remains or Native American remains along with any funerary objects.

B. "BIA-MAO" means the Bureau of Indian Affairs-Minneapolis Area Office.

C. "Burial Site" means any place of interment, by any means, natural or a physically prepared location, whether originally below, on, or above the surface of the earth, where human remains or associated funerary objects are deposited, as part of the death rites of ceremonies of a culture.

D. “Consultant” means individuals with expertise who meet the United States, Department of Interior Secretary's Standards.

E. "Funerary Objects" means objects, that as a part of the death rite or ceremony of a culture, are reasonably believed to have been placed with individual human remains either at the time of death or later.

F. "Historic Preservation” means the research, protection, restoration, and rehabilitation of historic properties and resources.

G. "Human Remains" includes any part of a deceased human being in any state of decomposition, including the surrounding soil immediately within and adjacent to the burial.

H. “Land and Reservation Committee” means the standing Committee of Tribal Council.

I. “NAGPRA” means the Native American Graves Protection and Repatriation Act (as amended).

J. "Reservation" means all lands within the boundaries of the Reservations for the Little Traverse Bay Bands of Odawa Indians as set out in Article I, paragraphs third and fourth of the Treaty of 1855, 11 Stat. 621, plus any lands set out in Articles Second and Third of the Treaty of March 28, 1836, 7 Stat. 491, in the event that the 1836 Reservation is determined to include lands which are not included within the 1855 Reservation, plus any lands outside of those boundaries which are now or in the future declared to be Little Traverse Bay Bands of Odawa Indians Reservation by the U.S. Department of the Interior.

K. “Secretary” means the United States, Department of Interior Secretary.

L. "THPO" means the Tribal Historic Preservation Office composed of the Tribal Historic

Preservation Officer and staff.

M. “Tribal Citizen" means a person enrolled with the Tribe.

N. “Tribal Culturally Significant Sites” means sites that are currently or in the past used by the Tribe or its Tribal Citizens for gathering of medicines, conducting ceremonies or other tribal activities; or the site is associated with the cultural practices or beliefs of a Tribal community; or the site is closely tied to the cultural identity of the community.

O. “Tribal Historic Properties” means any prehistoric or historic sites, districts, structures, or objects that are significant to the prehistory, history, architecture, archeology, culture, or spiritual nature of the Tribe,

P. “Tribal Sacred Site” means any specific, discrete, narrowly delineated location that is identified as sacred by virtue of its established religious significance or ceremonial use.

Q. "Tribe" means the Little Traverse Bay Bands of Odawa Indians.

R. "Undertaking" includes any project, activity, or program and any of its elements that may have potential to affect an historic property, burial site, human remains, sacred site or traditional cultural property and includes construction, rehabilitation, planning, repair projects, land clearing, licenses, and permits for buildings, roads and development.

(Source: WOS 2019-006, June 12, 2019, Section IV)

15.2105 TRIBAL HISTORIC RESERVATION OFFICE DUTIES AND AUTHORITY

A. A Tribal Historic Preservation Office (THPO) shall be established within the Legislative Branch to increase efforts in locating, documenting, and evaluating historic properties. This information shall provide a record of the past for future generations and a copy of the record shall be housed with the Department of Repatriation, Archives and Records. Information on historic properties recorded in the ceded territory shall also be collected, evaluated, and recorded, and the THPO shall have the following duties:

1. In cooperation with Federal and State agencies, local governments, and private organizations and individuals, direct, conduct and maintain a comprehensive Tribal-wide survey of historic properties and maintain inventories of such properties within the exterior boundaries of the Tribe's reservation and shall maintain the system for the survey and inventory of historic properties.

2. With Tribal Council approval via the Land and Reservation Committee, the THPO shall identify and nominate eligible properties to the National Register, and otherwise submit applications for listing historic properties on the National Register;

3. Establish and maintain the Odawa Historic and Cultural Site Registries in accordance with applicable laws.

4. Prepare and implement a comprehensive Tribal-wide historic preservation plan;

5. The THPO shall administer Federal assistance funds received by the Tribe for Historic Preservation activities;

6. Advise and assist, as appropriate, Federal and State agencies and local governments in carrying out their historic preservation responsibilities;

7. Cooperate with the LTBB Tribe, Secretary, the Advisory Council on Historic Preservation, and other Tribal, Federal and State agencies, local governments, and organizations and individuals to ensure that historic properties are taken into consideration at all levels of planning and development;

8. Provide public information, education, and training, and technical assistance in historic preservation;

9. Consult with the appropriate Federal agencies in accordance with the National Historic Preservation Act on— (i) Federal undertakings that may affect historic properties; and (ii) the content and sufficiency of any plans developed to protect, manage, or to reduce

or mitigate harm to such properties; and Advise and assist in the evaluation of proposals for rehabilitation projects that may qualify for Federal assistance;

10. The THPO shall provide a report to the Tribal Council monthly or as requested by Tribal Council;

11. The THPO will hold public hearings to gather information from the Tribal Community and Citizens; and provides for adequate public participation in the THPO program, including the process of recommending properties for nomination to the National Register; and

12. The THPO may share information regarding repatriation of remains and protection of traditional cultural properties the Tribal Community and Citizens.

13. The THPO shall assume responsibility under 16 U.S.C. 470a section 101 (d) 6 and in cooperation with the State Historic Preservation Officer, determine and recommend properties for inclusion on the National Register, properties that are of traditional, religious/spiritual and cultural importance to the Tribe.

14. The THPO shall assume responsibility under Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C 306108.

B. The Department of Repatriation, Archives and Record shall be the permanent repository for cultural materials discovered on Tribal and allotted lands. Access to the use of collections for educational and research purposes, shall be controlled by the Department.

C. The THPO Office may utilize consultants, as needed, who meet the Secretary's Standards.

(Source: WOS 2019-006, June 12, 2019, Section V)

15.2106 MACPRA and NAGPRA DUTIES

A. The THPO shall be the Tribe’s representative to Inter-tribal organizations.

B. The THPO shall be the designated NAGPRA representative of the Tribe.

C. The THPO may provide advice to Tribal Council on repatriation and protection of traditional cultural properties.

(Source: WOS 2019-006, June 12, 2019, Section VI)

15.2107 STAFFING

Tribal Historic Preservation Office (THPO) shall continue operations with existing staff. If a Tribal Historic Preservation Office position is designated or created, this position will be filled with a Tribal Citizen.

(Source: WOS 2019-006, June 12, 2019, Section VII)

15.2108 BURIAL SITES AND TREATMENT OF HUMAN REMAINS

A. No individual shall knowingly excavate or damage a burial site, human remains or funerary objects. No individual shall intentionally cause or permit the disturbance of a burial site or established buffer zone surrounding a burial site. Further, an individual shall immediately notify the Tribal Historic Preservation Office if the person knows of or has reasonable grounds to believe that a burial site or established buffer zone is being disturbed contrary to this sub chapter.

B. Only in the extreme cases of unavoidable destruction, natural exposure or accidental discovery shall burial sites, human remains or funerary objects be approved for intentional disturbance. When disturbance is found to be necessary, or has already occurred, the Tribal Historic Preservation Office will agree to a procedure in writing by which the disturbance shall be mitigated.

C. At all times during the process of disturbing any human remains, the Tribal Historic Preservation Office or his or her designee shall be on hand to assist and ensure that the parties employed to remove or expose any human remains or grave goods implement the written procedure as previously agreed upon.

D. No Scientific Analysis or Reburial will occur unless agreed upon by the Tribal Historic Preservation Office.

(Source: WOS 2019-006, June 12, 2019, Section VIII)

15.2109 PERMITS TO PROCEED WITH AN UNDERTAKING ON LAND WITHIN THE RESERVATION

A. The Tribal Historic Preservation Office is responsible for the issuance of "Permits to Proceed with an Undertaking on Lands within the Reservation" as delineated within this Statute.

B. Prior to beginning any undertaking on land within the Reservation, all individuals shall have a signed Permit to Proceed from the Tribal Historic Preservation Office.

C. Procedures for Obtaining a Permit to Proceed.

1. Submission of Application for Permit to Proceed. During the planning stage of all undertakings on land within the Reservation, all individuals shall complete and submit an application for a Permit to Proceed. Permits to Proceed can only be issued by the THPO. The THPO shall review the application, and determine, following a review of the THPO files covering that area, if a field investigation will be required. The THPO shall notify the applicant in writing within thirty (30) days if a field investigation is required. If no field investigation is required, the THPO shall either issue the Permit to Proceed or notify the applicant in writing of the reason for Permit denial.

2. Field Investigation. All areas within the Reservation boundaries that will undergo earth disturbing activities, not specifically excluded, and not previously subjected to a field investigation, shall be subject to a review process to determine the presence or absence of historic properties, burial sites, sacred sites or traditional cultural properties. The review consists of the following:

a. File Search and Pre-Field Investigation. THPO staff will check files and maps recording the locations of identified historic properties, burial sites, sacred site and traditional cultural properties, as well as the locations of areas previously

investigated. Additional information may be sought from Tribal Elders and other individuals if deemed necessary in areas identified as highly sensitive.

b. Field Archeology Investigation. The project area presented in the Permit application, if applicable, may be investigated by a qualified archaeologist to record and describe any historic properties.

3. Permit Contingencies. Based upon the results of the investigations, the THPO will determine whether or not a Permit to Proceed will be granted and shall make a recommendation to Tribal Council via the Land and Reservation Committee. Within twenty-one (21) days of the completion of the investigations and with Tribal Council approval, the THPO shall issue one of the following:

a. A Permit to Proceed with no contingencies.

b. A Permit to Proceed with contingencies.

c. A letter denying the Permit to Proceed stating that the project may not proceed according to the plans presented by the applicant. The applicant may submit a new application based upon changes made in consultation with the THPO, which would remove or minimize any impacts to historic properties.

C. Appeal of Denied Permits to Proceed. An applicant may appeal any denied Permits by requesting a hearing before Tribal Council. The request must be made in writing within fourteen (14) days of the Permit denial. A determination from Tribal Council shall be final.

D. Lands within the Reservation, Excluded from Pre-Field and Field Archeology Investigations. The THPO may permit the following areas to be excluded from field archeology investigations:

1. Activities that are excluded from pre-field and field investigations:

a. Gardening, in general, in pre-existing gardens, or new garden construction;

b. Projects less than one (1) square meter in size (i.e.) digging postholes, planting trees, bushes, etc.);

c. Maintenance activities including but not limited to: basic road maintenance, grading, snowplowing;

d. Any areas that have previously undergone an archaeological survey and has been permitted with no contingencies;

e. Projects that will not have ground disturbing affects; i.e. mowing lawn, winter logging activity on frozen ground.

2. Activities that, at the discretion of the THPO, may be excluded from field archeology investigations, but may require a pre-field archaeological investigation:

a. Swampy areas or areas with mucky soils;

b. Locations directly on steep slopes which would prohibit construction of historic or prehistoric dwellings or settlements;

c. Areas already disturbed by a depth of greater than three (3) feet; i.e. Gravel pits;

d. Emergency situations (septic replacement, etc.);

e. Hazardous conditions that jeopardize the safety of THPO staff or individuals.

E. Payment for Field Archaeological Surveys of Tribal Lands leased by Tribal Citizens. The Tribe shall pay for required field archaeological surveys of Tribal Citizens. All other surveys, including projects receiving funding from Federal agencies and other entities shall not be paid for by the Tribe; unless, otherwise and previously approved by Tribal Council.

(Source: WOS 2019-006, June 12, 2019, Section IX)

15.2110 PERMITS TO CONDUCT ACHAEOLOGICAL INVESTIGATIONS

A. Tribal Permit to Conduct Archaeological Investigations. All individuals intending to conduct archaeological investigations or engaging in the excavation or removal of archaeological materials from historic properties on lands within the reservation must have a "Permit to Conduct Archaeological Investigations" approved by Tribal Council via the Land and Reservation Committee, signed by the THPO and must satisfy the requirements of a qualified archaeologist.

B. Permits for Non-Tribal Citizens. Any individual intending to conduct archaeological investigations or engaging in excavation or removal of archaeological materials form historic properties on Federal, Tribal or allotted lands, that is not an enrolled Tribal Citizen, must have a valid ARPA Permit approved by Tribal Council via the Land and Reservation Committee, signed by the Area Director of the BIA-MOA as required in 25 C.F.R. 262.4. This permit is in addition to the Permit required by the Tribe.

C. Permits to Conduct Field Archeology on State Land within the Exterior Boundaries of the Reservation. Any individual wishing to conduct field archeology on State land within the exterior boundaries of the Reservation shall in addition to the requirements under this Statute, contact the Office of the State Archaeologist of Michigan to determine the need and process of applying for a State permit or license to conduct field archeology as encouraged in State Statute 1710.19. This permit is in addition to the Permit required by the Tribe.

D. Requirements of Qualified Archaeologist. Archaeological surveys shall be conducted by an archaeologist meeting the Department of Interior's Standards for Archaeologists.

(Source: WOS 2019-006, June 12, 2019, Section X)

15.2111 ENFORCEMENT OF PENALTIES

A. Enforcement by Duly Authorized Law Enforcement Officer.

1. The duly authorized Law Enforcement Officer shall have the responsibility and authority to enforce and implement the provisions of this Statute, which includes the

issuance of citations.

2. Criminal Penalties. Any person who violates, counsels, procures, solicits, or employs any other person to violate any prohibition, or fails to follow the above stated procedures, shall, upon conviction, be fined an amount not to exceed $1,000.00 or imprisoned for a term not to exceed twelve (12) months, or both. Such person may also be subject to the civil penalties provided for in this Statute. Criminal penalties shall also apply in Tribal Court.

3. Civil Penalties. Any person violating the provisions of this chapter commits a civil infraction punishable by fine and/or exclusion from the Reservation. The infraction shall be punishable by a fine not to exceed $1,000.00. The Tribal Court shall hear the trial of any such infraction and the prosecution shall have the burden of proving the alleged infraction by a preponderance of the evidence. Penalties cannot be suspended or waived.

4. Civil Damages. Any person violating the provisions of this chapter shall be liable to the Tribe for civil damages to be assessed by the Tribal Court after the hearing. "Civil Damages" shall be interpreted liberally by the Tribal Court to include, but not limited to, the following:

a. Costs of restoration of the damaged site;

b. Costs associated with the enforcement of the provisions of this Chapter;

c. Costs associated with mitigation of protected historic properties, burial sites, sacred sites or traditional cultural properties, including reburial;

d. Costs associated with documentation, testing, and evaluating the damaged site in order to assess the character of the site.

5. Forfeiture of Contraband. All remains from historic properties, burial sites, sacred sites, or traditional cultural properties obtained in violation of the provisions of this Chapter shall be deemed contraband and forfeited to the Tribe after a hearing in the Tribal Court.

6. Seizure of Security. At the discretion of the duly appointed Law Enforcement Officer, the Officer shall seize such property in the possession of the defendant as the Officer deems reasonably necessary to secure payment of any fine or civil damage(s), which may be levied upon the defendant upon conviction of the infraction or crime. The Officer shall further advise the defendant of his/her right to post security.

(Source: WOS 2019-006, June 12, 2019, Section XI)

15.2112 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2019-006, June 12, 2019, Section XII)

15.2113 EFFECTIVE DATE

Effective upon signature of the Executive or thirty (30) days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2019-006, June 12, 2019, Section XIII)

15.2114 OTHER RELATED STATUTES

See Odawa Historic and Cultural Site Registry, as may be amended.

(Source: WOS 2019-006, June 12, 2019, Section XIV)

Chapter 22. Department of Kikaajik

15.2201 PURPOSE

This Statute is hereby enacted to establish a Department to provide services to our Tribal Citizens that are fifty-five (55) years or older.

(Source: WOS 2013-008, July 23, 2013, Section I)

15.2202 DEFINITIONS

A. "Cultural" means aspects of the Odawa history, spirituality, traditions, arts and crafts, values and mannerisms.

B. "Cultural Proficiency" means the knowledge, skills, and attitudes/beliefs that enable a person to work well with, respond effectively to, and be supportive of the Odawa Citizens.

C. "Department" means the Kikaajik Department.

D. "Kikaajik" means a Tribal Citizen who is fifty-five (55) years of age or will turn fifty-five (55) years of age by December 31st of the current year.

E. "Tribe" means the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2013-008, July 23, 2013, Section II)

15.2203 CREATION OF THE DEPARTMENT

A. Pursuant to Article VII (D) (22) of the Tribal Constitution the Tribal Council shall have the power to: "Approve the creation or dissolution of Executive divisions or departments to promote and protect the peace, health, safety, education, and general welfare, including but not limited to cultural and natural resources, of the Little Traverse Bay Bands of Odawa Indians and its members".

B. The Tribal Council hereby approves the creation of the Kikaajik within the Executive Branch of government.

(Source: WOS 2013-008, July 23, 2013, Section III)

15.2204 AUTHORITY AND DUTIES

A. The Department shall have the following duties:

1. Promote, design and implement Odawa cultural and Tribal social activities that meet the needs of all Kikaajik.

2. Strive to improve and enhance service by identifying available national, state and tribal resources to meet the needs of the Kikaajik.

3. Collaborate with other LTBB departments to provide service to the Kikaajik regardless of geographical location.

4. Provide services and programs that increase direct services to the Kikaajik.

5. Administer Kikaajik -based programs, grants and projects.

6. Constantly research different programs that would benefit each Kikaajik fairly.

7. Promote services that protect all Kikaajik and other persons who are fifty-five (55) years of age or older from exploitation, abuse and neglect.

(Source: WOS 2013-008, July 23, 2013, Section IV)

15.2205 STAFFING

A. If appropriate, the Department shall begin operations with currently employed LTBB staff as designated by the Executive.

B. Only persons who possess cultural proficiency shall be eligible for hire in this Department with the exception of hiring persons that provide technical expertise outside of the Odawa culture or Anishinaabemowin.

(Source: WOS 2013-008, July 23, 2013, Section V)

15.2206 REGULATIONS REQUIRED

The Executive shall develop Regulations for this Statute in order to implement the intent of the Statute and shall forward such Regulations to the Tribal Council for approval in accordance with Administrative Procedures 2008-001, or as amended.

(Source: WOS 2013-008, July 23, 2013, Section VI)

15.2207 ADMINISTRATIVE PROCEDURES REQUIRED

Administrative Procedures shall be developed by the Executive Branch and presented to Tribal Council for approval in accordance with the Administrative Procedures Act 2008-001, or as amended, in order to clarify the implementation of this statute by defining how the department will implement the daily activities of a statute such as applications procedures and forms for a Tribal program.

(Source: WOS 2013-008, July 23, 2013, Section VII)

15.2208 APPROPRIATIONS AUTHORIZED

The current appropriations for the Kikaajik program within the Executive budget shall be used to implement this statute along. The Executive may request additional supplemental funds necessary to meet the obligations of this Statute; and the Executive shall present Tribal Council with future annual budgets necessary to implement this statute.

(Source: WOS 2013-008, July 23, 2013, Section VIII)

15.2209 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall

be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2013-008, July 23, 2013, Section IX)

15.2210 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2013-008, July 23, 2013, Section X)

Chapter 23. Elders Commission

15.2301 PURPOSE

The Commission is to advise the Kikaajik Department and aid the Department in obtaining its statutory duties of providing services to meet the needs of the Kikaajik

(Source: WOS 2015-001, February 10, 2015, Section I)

15.2302 DEFINITIONS

A. "**Commission**" shall mean "Elders Commission".

B. "**Department**" means the Kikaajik Department.

C. "**Immediate Family**" means husband, wife, son, daughter, step-son, step-daughter, father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, child, step-child, son-in-law, daughter-in-law or a person whose relationship with the Tribal Citizen is similar to that of persons who are related by blood or marriage.

D. "**Kikaajik**" means a Tribal Citizen who is fifty-five (55) years of age or will turn fifty-five

(55) years of age by December 31st of the current year.

E. "**LTBB**" or "*Tribe*" means the Little Traverse Bay Bands of Odawa Indians ..

F. "**Stipend**" for attendance at scheduled meetings or any other activities approved by the Executive in advance and shall be limited to one stipend per day.

(Source: WOS 2015-001, February 10, 2015 Section II)

15.2303 CREATION OF THE COMMISSION

The Tribal Council hereby creates the Elders Commission and it shall be composed of five (5) Commissioners, within the Executive Branch of government nominated by the Executive, appointed by Tribal Council and shall consist of five (5) enrolled Tribal Citizens, eighteen (18) years of age or older.

B. **Immediate Family**. Two or more members of the same immediate family shall not serve on the Commission at the same time. A Commission member shall not be the Chairperson if the department director, assistant director, co-director, Tribal Chairperson or Tribal Vice-Chair is an immediate family member.

C. Appointments. Initial appointments to the Commission shall be staggered consisting of two (2) two-year terms and three (3) four-year terms. The terms thereafter shall be for four (4) years with no limit on reappointment.

D. **Oath of Office.** Members will serve until their successors are appointed and sworn in under an oath of office prepared and administered by the Tribal Court within thirty (30) days of their appointment and prior to first meeting attendance.

E. **Ethics.** Commission members shall be subject to the Constitutionally Mandated Rules of Conduct for Officials of Tribal Government.

F. Removal. Members may be removed in accordance with applicable laws**.**

G. Vacancy. In the event a vacancy occurs on the Commission a Tribal Citizen who meets

the eligibility requirements for the remainder of the unexpired term shall be nominated by the Executive and appointed by Tribal Council for the remainder of the unexpired term.

(Source: WOS 2015-001, February 10, 2015 Section III)

15.2304 ORGANIZATION AND DUTIES

Commission shall advise and aid the Kikaajik Department in obtaining its statutory duties of providing services to meet the needs of the Kikaajik.

A. The Commission shall organize itself with a Chairperson and a Secretary by majority vote of the Commission.

B. The Commission shall gather information and may make recommendations to the Department.

C. The Commission may also assist the Department in gathering information to make recommendations on alleviating common problems facing Kikaajiks and make recommendations on enhancing services.

(Source: WOS 2015-001, February 10, 2015 Section IV)

15.2305 BUDGET, COMPENSATION AND TRAVEL

The Executive shall present Tribal Council an annual budget necessary to implement this statute. Members shall be compensated, subject to the availability of funds.

A. Stipends. Stipends shall be paid for attendance at properly scheduled meetings. The Commission Chairperson and Secretary shall receive $125.00 and the balance of the Commission members $100.00 per meeting attended.

1. Draft minutes shall have been submitted to the Executive prior to stipend processing for the same meeting.

B. Travel day stipends. Travel stipends in the amount of $75.00 shall be paid one day prior and one day after attendance to an event, training, or other approved activity that would require the person to drive prior to 7:00 a.m. in order to attend the start of the event or drive and return home after 8:00 p.m. If flying is required to attend the event, training, or other approved activity then the person shall be paid a travel stipend for one day prior to the approved activity and one day after the approved activity.

C. Travel expenses. Travel expenses for Executive approved travel shall be reimbursed at the same rate as allowed employees in the Tribal Governmental Employees Travel Reimbursement Policy.

(Source: WOS 2015-001, February 10, 2015 Section V)

15.2306 MEETINGS AND MINUTES

A. Meetings. The Commission shall meet no more than once per month and shall be posted at least five (5) days in advance in the Tribal Governmental building and Tribal website.

1. At a minimum, meetings shall be open to Tribal Citizens.

B. Minutes. The minutes shall reflect what was done, not what was said, at the meeting.

1. No member may participate in making any decision that involves a personal or financial interest of the member or a member of his or her immediate family unless such interest is held in common with the Tribe and its Citizens.

2. Actions of the Commission shall be decided by a majority vote of those present at the meeting. The Chair is entitled to vote on all matters brought before the Commission. A quorum shall consist of three (3) members.

2. The minutes of the meeting shall include but not limited to the date and time the meeting occurred, the call to order, motions or proposed motions, seconds, Public comment, etc.

3. The Commission shall allow a reasonable amount of time for at least one public comment period per meeting but may limit such time for comments as necessary to conduct business.

(Source: WOS 2015-001, February 10, 2015 Section V)

4. Once approved, the minutes will be the official record of the Commission meetings.

5. The Secretary, or his/her designee, will be responsible for taking the minutes.

   a. The Commission may utilize Kikaajik Department staff as assigned by the Executive.

   b. The Secretary shall keep a copy of the minutes.

(Source: WOS 2015-001, February 10, 2015 Section VI)

15.2307 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2015-001, February 10, 2015 Section VII)

15.2308 EFFECTIVE DATE

This Statute takes effect immediately upon its enactment. Enactment of this Statute shall have no effect on the membership status of any tribal members enrolled by the Tribe under previous legislation.

(Source: WOS 2015-001, February 10, 2015 Section VIII)

Chapter 24. Tribal Government Human Resources Department

15.2401 PURPOSE

The purpose of this Statute is hereby enacted to establish the Human Resources Department within the Little Traverse Bay Bands of Odawa Indians government that is responsible for providing equal and fair employment practices directly to Office of the Prosecutor, Election Board, Executive, Legislative, and Judicial Branches of government personnel.

(Source: WOS 2015-007, April 8, 2015, Section 1)

15.2402 DEFINITIONS

A. **"Cultural"** means cultural aspects of the Odawa history, spirituality, traditions, arts and crafts, values and mannerisms.

B. **"Department"** means Human Resources Department.

C. **"Director"** means the position responsible for direction and oversight of benefits, Human Resources Information System (HRIS), data analytics and communication in support of strategic initiatives and tactical operational goals.

D. **"LTBB or Tribe"** means the Little Traverse Bay Bands of Odawa Indians.

(Source: WOS 2015-007, April 8, 2015, Section II)

15.2403 CREATION OF THE DEPARTMENT

A. Pursuant to Article VII (D) (22) of the Tribal Constitution the Tribal Council shall have the power to: "Approve the creation or dissolution of Executive divisions or departments to promote and protect the peace, health, safety, education, and general welfare, including but not limited to cultural and natural resources, of the Little Traverse Bay Bands of Odawa Indians and its members."

B. The Tribal Council hereby approves the creation of the Human Resources

Department within the Executive Branch of government.

(Source: WOS 2015-007, April 8, 2015, Section III)

15.2404 APPROPRIATIONS AUTHORIZED

A. The Executive shall present Tribal Council with a budget necessary to implement this statute.

B. The Department Director shall prepare and provide an annual budget for submission, and any supplemental funding requests in accordance with the LTBB *Budget Formulation Process.*

1. The Director shall be responsible for operating within the annually appropriated budget for the Department.

(Source: WOS 2015-007, April 8, 2015, Section IV)

15.2405 INTERNAL ORGANIZATION

B. The Department shall begin operations with currently employed LTBB staff as designated by the Executive.

C. The Department shall consist of a Department Director and other personnel as necessary for the execution of its mission, performance of its mandated functions, and to achieve its annual goals and objectives.

D. The Department Director shall be paid compensation commensurate with his or her skills, education, experience, responsibilities and within the standards of compensation established by LTBB.

E. The Director shall be responsible for the development and implementation of the mandates within this Statute.
(Source: WOS 2015-007, April 8, 2015, Section V)

15.2406 DUTIES

A. The Director shall ensure the development of a Policies and Procedures Manual that is clear and easily understood. The Manual shall provide a standard method for employer-employee relationships; setting expectations to limit employer liability, and create consistent decision making in the workplace for the tribal government. The Manual shall also contain:

1. All provisions of employment; and

2. Standard administrative forms.

B. The Director shall ensure that assistance to all governmental branches, Prosecutor's Office and Election Board is provided in the hiring, performance management, disciplinary action, and termination of employees' processes.

C. The Director shall ensure employees' skills and training needs are assessed in order to coordinate government-wide Professional Development Trainings that include Odawa Culture for employees.

D. The Director and staff may work with the Education Department to survey Tribal Citizens to determine education, experience and skills for outreach and to promote employment opportunities and.

E. The Department shall assistance in the development of career plans for employees.

F. The Director shall ensure the development and establishment of a database of Tribal Citizen Candidate applications and resumes for future employment opportunities.

G. The Department shall create a mentoring program for succession planning.

(Source: WOS 2015-007, April 8, 2015, Section VI)

15.2407 QUARTERLY REPORTS

The Director shall provide a written quarterly report to the Executive that shall contain the number of employees, employee turn-over rate including voluntary and involuntary terminations, number of Tribal Citizens, number of other Natives and non-Natives employed; number of Tribal Citizens, Other Natives and non-Natives employed in exempt and non-exempt positions, number of grievances and outcomes, and any other relevant information. The report shall be forwarded to Tribal Council in an Executive Oversight Quarterly Report.

(Source: WOS 2015-007, April 8, 2015, Section VII)

15.2408 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2015-007, April 8, 2015, Section VIII)

15.2409 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2015-007, April 8, 2015, Section IX)

Chapter 25. Environmental Appeals Board

15.2501 PURPOSE

This purpose of this Statute is to create a Board of Appeals on environmental permits administered by the Natural Resources Department's Environmental Services Program.

(Source: WOS 2018-004, March 23, 2018, Section I)

15.2502 DEFINITIONS

A. "Applicant" or "Permittee" means any person or entity applying for a permit to conduct activity on or alter natural resources regulated by the Environmental Services Program, including but not limited to individuals, sole proprietorships, partnerships, corporations, associations, governments, and governmental agencies.

B. "Board" or "EAB" means the Environmental Appeals Board.

C. "Program" means the LTBB Environmental Services Program, within the Natural Resources Department.

D. "Traditional Ecological Knowledge" or "TEK" means evolving knowledge acquired by indigenous people through direct contact with the environment.

(Source: WOS 2018-004, March 23, 2018, Section II)

15.2503 CREATION OF THE BOARD

A. The Tribal Council hereby creates the Environmental Appeals Board, composed of three (3) Tribal Citizens at least eighteen (18) years of age, nominated by the Executive Branch and appointed by Tribal Council.

B. Initial appointments terms of the Board shall be staggered; one (1) two-year term, one (1) three-year term, and one (1) four-year term. The terms thereafter shall be for four (4) years with no limit on reappointment.

C. Appointees should have either demonstrable scientific experience in the environmental field or Traditional Ecological Knowledge, or both.

(Source: WOS 2018-004, March 23, 2018, Section III)

15.2504 DUTIES AND AUTHORITY OF THE BOARD

A. The Board shall have the following duties and authority:

1. Develop policy and procedures for holding appeal hearings.

2. Hold appeal hearings and provide an opportunity for the parties to appear before the Board.

3. Post the appeal process, forms and deadlines on the LTBB website.

4. Allow for the applicant, permittee or any interested person to appeal the Program's permit decision within thirty (30) days of issuance of the Program's decision.

5. Hear all appeals as set out in statutes and regulations administered by the Program.

6. Allow for the entire decision or any portion of a Program's decision to be appealed.

7. Affirm, modify, or reverse the decision of the Program based on evidence presented to the board at a hearing.

8. All decisions shall be in writing and posted on the tribal website within 30 days of the hearing.

9. All decisions will be effective sixty (60) calendar days after the issuance of the decision.

(Source: WOS 2018-004, March 23, 2018, Section VI)

15.2505 MEETINGS

Regularly scheduled meetings shall be held to conduct business and hearings of the Board as deemed necessary.

(Source: WOS 2018-004, March 23, 2018, Section V)

15.2506 TRIBAL COURT REVIEW

A. Following a final decision of the Environmental Appeals Board, after a hearing under this Section, any party who disagrees with the final decision, has a right to file an appeal with the Tribal Court. The burden of proof in the appeals process is on the appellant.

B. Appeals shall be in accordance with Tribal Court Rules.

C. The Tribal Court shall give deference to the EAB interpretations of the regulations and statutes unless such interpretations are unreasonable. Unreasonable means that the decision is arbitrary, capricious, or manifestly contrary to the statute or regulation. The Court shall only overrule the decision of the Environmental Appeals Board if the evidence cannot reasonably be construed to support the action of the Environmental Appeals Board. The Tribal Court will not consider additional or supplemental documentation or evidence not presented to the Environmental Appeals Board.

(Source: WOS 2018-004, March 23, 2018, Section VI)

15.2507 SEVERABILITY

If any section, subsection, paragraph, sentence, phrase or portion of this Statute is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

(Source: WOS 2018-004, March 23, 2018, Section VII)

15.2508 EFFECTIVE DATE

Effective upon signature of the Executive or 30 days from Tribal Council approval whichever comes first or if the Executive vetoes the legislation, then upon Tribal Council override of the veto.

(Source: WOS 2018-004, March 23, 2018, Section VIII)

15.2509 OTHER RELATED STATUTES

See WOS 2016-008 Nibiish Naagdowen "Care of the Water": Clean Water Act, WOS 2008-012 Natural Resources Protection, and WOS 2003-001 Solid Waste Disposal.

(Source: WOS 2018-004, March 23, 2018, Section IX)

TITLE XVI. RESCISSION AND REPEALED RESOLUTIONS

Chapter 1. Pre-Constitutional Repealing Resolutions

16.101 RESCISSION AND REPEAL OF OUTDATED RESOLUTIONS FOR THE YEAR OF 1990

D. THEREFORE, BE IT RESOLVED that the following Resolution is rescinded and repealed in its entirety and is void and of no effect: 051290- Proposal to secure funding for housing program.

(Source: TRIBAL RESOLUTION # 062611-01)

16.102 RESCISSION AND REPEAL OF RESOLUTIONS FOR GRANT FUNDING FOR THE YEAR OF 1991

E. THEREFORE, BE IT RESOLVED that the following Resolution is rescinded and repealed in its entirety and is void and of no effect: 04149103- United Way Grant Application.

(Source: TRIBAL RESOLUTION # 062611-02)

16.103 RESCISSION AND REPEAL OF OUTDATED RESOLUTIONS FOR THE YEAR OF 1991

F. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 100691- Resignation letter; 04149102- Authorization to sign checks; 10069104- Authorization to sign checks.

(Source: TRIBAL RESOLUTION # 062611-03)

16.104 RESCISSION AND REPEAL OF RESOLUTIONS FOR GRANT FUNDING FOR THE YEAR OF 1992

G. THEREFORE, BE IT RESOLVED that the following Resolution is rescinded and repealed in its entirety and is void and of no effect: 05039202- Support for a Neighborhood Housing Grant.

(Source: TRIBAL RESOLUTION # 062611-04)

16.105 RESCISSION AND REPEAL OF OUTDATED RESOLUTIONS FOR THE YEAR OF 1992

H. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 01129202- Authority to sign checks; 02169201- Authority to sign checks; 03159201- Authority to sign checks; 04209201- Appointment of representative to Child Welfare Agency Board; 09139201- Authority to sign checks; 12319201- To support the Andrew J. Blackbird Museum application to MSU for the 1993 Odawa Homecoming Pow Wow Project.

(Source: TRIBAL RESOLUTION # 062611-05)

16.106 RESCISSION AND REPEAL OF RESOLUTIONS FOR GRANT FUNDING FOR THE YEAR OF 1994

I. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 06129402- Support for grant application; 10099402- Grant application to NPS.

(Source: TRIBAL RESOLUTION # 062611-06)

16.107 RESCISSION AND REPEAL OF RESOLUTIONS FOR CONTRACTS FOR THE YEAR OF 1995

J. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety, and are void and have no effect: 01089501- Authorization to contract with attorney; 01089502- Authorization to contract with MILS; 01089503- Authorization to contract with MILS; 02199502- Attorney Contract; 03129501-Authorization to contract with API; 06259501- Request to contract with IHS; 08139501- Request to contract with IHS; 10269501- Request to contract with the BIA; 11199501- Authorization to execute NORAM contracts.

(Source: TRIBAL RESOLUTION # 062611-08)

16.108 RESCISSION AND REPEAL OF RESOLUTIONS FOR GRANT FUNDING FOR THE YEAR OF 1995

K. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 05079501- Support for Johnson O'Malley Education Proposal; 07169504- Special Tribal Court Fund Grant; 10229502-Grant request for traditional grave markers; 12179501- Grant application to NPS.

(Source: TRIBAL RESOLUTION # 062611-09)

16.109 RESCISSION AND REPEAL OF OUTDATED RESOLUTIONS FOR THE YEAR OF 1995

L. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 012229501- Authorization for attorneys to intervene in FERC; 02059502- Support of application to ANA funds; 02059503- Support of

application to IHS for funds; 03269502- Support of LTBB Commercial Fishing Code; 03269503- Support of LTBB Natural Resource Commission Ordinance; 04099502- Appointment of ICWA Coordinator; 04239502- Authorization for Chairman to execute MOU's; 04239503- Amendment of Commercial and Subsistence Fishing Rules and Regulations; 04239504- Authorization to intervene in *U.S. v. Michigan*; 05079502- Amendment of Enrollment Ordinance; 06049501- Appointment of Tribal Representative to receive criminal history record information from the NIGC; 06259503- Support of agreements with NORAM; 07169501- Authorization to sign checks; 07169502- Appointment of Tribal Representatives to receive criminal history records from NIGC; 07309501- Urging Congress to fund programs; 08279501- Authorization to intervene in *U.S. v. Michigan*; 08279502- Authorization to intervene in *U.S. v. Michigan*; 08279503- Amendment of Enrollment Ordinance; 09109501-Authorization for Chairman to execute NORAM agreements; 09109504- Urging Congress to continue funding MILS; 10089501- Class III Gaming Compact Concurrence; 10229501- Authorization to sign checks; 12179502- Request for litigation funds from the BIA.

(Source: TRIBAL RESOLUTION # 062611-10)

16.110 RESCISSION AND REPEAL OF RESOLUTIONS FOR CONTRACTS FOR THE YEAR OF 1996

M. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety, and are void and have no effect: 03039603-Authorization to contract with the BIA; 03089601- Request to contract with IHS; 03179601-Waiver of Sovereign Immunity for TTPECS contract; 03179604- Extension of Special Counsel Contract; 03179605- Extension of Special Counsel Contract; 03179606- Extension of Special Counsel Contract; 04149602- Special Counsel Contract; 05099601- Litigation Support Funds; 06039601- Authority to contract with IHS; 06099601- Request for IHS Contract; 08259602- IHS Contract; 09089601- Litigation Support Funds; 09129601- Transportation Improvement Program; 10209602- USDA Food Commodity Program; 11179603- Consultant Contract; 11179604- Special Counsel Contract; 11179605- Litigation Support Request; 11179606- Litigation Support Request.

(Source: TRIBAL RESOLUTION # 062611-11)

16.111 RESCISSION AND REPEAL OF RESOLUTIONS FOR GRANT FUNDING FOR

THE YEAR OF 1996

N. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 03039601- IHS Grant funding; 03039604- ANA funding; 04069701- Support of Inter-Tribal Council Grant Proposal; 07149601- Education Grant Proposal.

(Source: TRIBAL RESOLUTION # 062611-12)

16.112 RESCISSION AND REPEAL OF OUTDATED RESOLUTIONS FOR THE YEAR OF 1996

O. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 02189602- Council on Economic Development; 03039602-*U.S. v. Michigan* Intervention Authorization Extension; 03179602- Investigation of Medusa Cement Plant; 04149601- Environmental Assessment; 05029601- Approval of Membership Roll; 06239601- Support of LIEAP; 07149602- Blackbird Museum lease; 08259603- Authorization for Office Property Purchase and Loan; 08259604- Appointment to MICWA; 09229601- Support of SAGE Council; 09229602- Approval of Court Rules; 10209603- Authorization for waiver of Sovereign Immunity; 11039602- Authorization to negotiate an agreement with Sault Ste. Marie Tribe; 11179601- License to reproduce Tribal logo; 11179602- Head Start License; 12089601- Membership in NIGA; 12089602- Judgment Fund Distribution Plan; 12189601- Submission of United Way Application for Funding; 12229602- Funding of Tribal Operations and Programs.

(Source: TRIBAL RESOLUTION # 062611-13)

16.113 RESCISSION AND REPEAL OF RESOLUTIONS FOR CONTRACTS FOR THE YEAR OF 1997

P. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety, and are void and have no effect: 01059701- Equipment Lease Contract; 01059702- Request for IHS Contract; 02029704- Subcontract for Opening Doors Program; 04209702- Special Counsel Contract; 05049702- Special Counsel Contract; 06089704- General

Counsel Contract; 06089705- Special Counsel Contract; 07139702- Attorney Fee Request; 06089703- Special Counsel Contract; 07139702- Litigation Support Request; 08039702- Contract with BIA; 08069702- Authorization to enter 638 Contract; 08079701- USDA Food Commodity Program; 11239703- IHS Contract Authorization; 12079702- Authorization to enter 638 Contract; 12079703- Special Counsel Contract.

(Source: TRIBAL RESOLUTION # 062611-14)

16.114 RESCISSION AND REPEAL OF RESOLUTIONS FOR GRANT FUNDING FOR THE YEAR OF 1997

Q. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 04069702- Grant application to USDA; 04069701- Grant proposal to the Substance Abuse and Mental Health Services Administration; 05189702- Grant application to IHS; 07139703- Grant proposal to HUD; 07139706- Grant application requirement compliance; 09149703- Grant application to Petoskey-Harbor Springs Area Community Foundation.

(Source: TRIBAL RESOLUTION # 062611-15)

16.115 RESCISSION AND REPEAL OF OUTDATED RESOLUTIONS FOR THE YEAR OF 1997

R. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 01149701- Resources for Highway Safety; 02029701- Class III Gaming Compact Concurrence; 02029702- Approval of Organizational Chart; 02029703- Management of Health Programs; 02029705- IHS Contract Modification; 02169701- Membership in Midwest Alliance of Sovereign Tribes; 03029702- Sponsorship of Homecoming Pow Wow; 03239701- Check Signing Authority; 04209701- Check Signing Authority; 05189701- Support of Head Start Program; 06089701- Support of Application for Expansion of CHSDA; 07139704- Adoption of Commitment for Continued Facilities Maintenance; 07139705- Commitment for Programmatic Use of Facility; 08179701- *U.S. v. Michigan* Intervention Authorization; 09149701- Tribally Designated Housing Entity; 09149702- Check Signing Authority; 09149704- Native American Fish and Wildlife Society;

10129701- License for Use of Tribal Logo; 10129702- Expansion of CHSDA; 10269702- Enactment of Liquor Control Statute; 11099702- Approval of Inter-Tribal Agreement; 11179701- NCAI Delegates; 112397- Amendment to Personnel Policies; 11239701- Attorney Fee Request; 11239702- Lease Authorization; 12079701- Litigation Support Request; 12229701- Funding of Tribal Operations and Programs.

(Source: TRIBAL RESOLUTION # 062611-16)

16.116 RESCISSION AND REPEAL OF RESOLUTIONS FOR CONTRACTS FOR THE YEAR OF 1998

S. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety, and are void and have no effect: 02089803- Support for Diabetic Research Project and Contract Authorization; 03089802- Special Counsel Contract; 030898003- Special Counsel Contract; 030898004- General Counsel Contract; 03229802- Special Counsel Contract; 04059801- Request to Contract with Bemidji Area IHS; 04059804- Continuing Resolution for Funding of Tribal Operations and Programs; 04199803- Request to contract with University of NM INMED Science Program; 06149801- Helping Hands Treatment Model; 08189801- Special Counsel Contract; 09139801- Approval of priorities and projects of Tribal Transportation Improvement Program; 11089801- Creation of Ad Hoc Committee on Draft Constitution; 11229801- Litigation Support Request; 12069801- Special Counsel Contract.

(Source: TRIBAL RESOLUTION # 062611-17)

16.117 RESCISSION AND REPEAL OF RESOLUTIONS FOR GRANT FUNDING FOR THE YEAR OF 1998

T. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 01119801- Support for United Way Emergency Education Grant; 01119802- Submission of Historic Preservation Fund Grant Proposal; 01119803- Submission of COPS Grant Application for Natural Resources; 01119804- Submission of COPS Grant Application for Tribal Police Dept. ; 02089802- Support for Inter-Tribal Council Circle of Care Proposal; 04199801- Request for the Administration for Native Americans (ANA) to consider Elder's Program Proposal; 04199802- Request to contract with

Indian Health Service; 04199804- Support of Nokomis Grant Application; 06219801- Approval of application for funding for the Clean Water Act; 06219803- Submission of Historic Preservation Fund Grant Proposal; 07269801- Authorization for Inter-Tribal Council to supply Low Income Energy Assistance Program funds; 07269802- Attorney Fee Request *U.S. v Michigan* and Lands and Inland Waters; 07309801- Support of Grant Application to MCIA; 09279801- USA Food Commodity Program; 10139801- Supporting MAST ANA Application.

(Source: TRIBAL RESOLUTION # 062611-18)

16.118 RESCISSION AND REPEAL OF RESOLUTIONS FOR CONTRACTS FOR THE YEAR OF 1999

U. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety, and are void and have no effect: 01249902- Litigation Support Request; 01249903- Litigation Support Request; 02039901- Request to Re-contract with BIA for FY 1999; 02219905- Special Counsel Contract; 03079902- Attorney Fee Request for *U.S. v. Michigan*; 05089901- Request for ANA to consider Elder's Program; 07119903- Special Counsel Contract; 09129901- Approval to contract with BIA for survey; 11219902- Gaming Administration Authorization to Enter Into Contract with SODAK; 12059902- Contract with BIA for FY 2000.

(Source: TRIBAL RESOLUTION # 062611-20)

16.119 RESCISSION AND REPEAL OF RESOLUTIONS FOR GRANT FUNDING FOR THE YEAR OF 1999

V. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 01249901- Support for the grant application to the National Park Service (NPS) for FY 99; 01279901- Title VI Grants for FY 99; 02019901- Support for the application to the Community Oriented Police Services Grant (COPS); 04309901- HUD Grant proposal; 05089902- HUD ICDBG Proposal; 06279904- Tribal Youth Program Grant.

(Source: TRIBAL RESOLUTION # 062611-21)

16.120 RESCISSION AND REPEAL OF OUTDATED RESOLUTIONS FOR THE YEAR OF 1999

W. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 02219901-Tribal Council approval of priorities and projects of Tribal Transportation Improvement Program FY 1999; 02219902-Tribal Council approval of road segments of FY 1999 Tribal Indians Reservation Roads Inventory; 02219903- Tribal Council approval of Middle Village Park Management Committee Budget for FY 1999; 03079903- Authorization for Intervention in *U.S. v. Michigan*; 04119901-National Indian Gaming Association; 05029902- Joint proposal for litigation funding in U.S. v Michigan; 05089903- Adoption of Budget for Tribal Water and Sewer Operation and Maintenance; 05089905- Modification of Native American Housing Self-Determination Assistance Act (NAHASDA) FY 98; 05149901- Authority to Proceed with Victories Gaming Facility; 05239901- Submission of Constitution to the Secretary of Interior to conduct an election; 06139901- Authorization to enter into agreements with NORAM; 06169901- Tribal Gaming Administration authorization to execute documents; 06279901- Enactment of Liquor Control Statute; 06279903- Support and Authorization for Section 104 Clean Water Act Program Application to EPA; 06279905- Authorization for Tribal Chairperson to execute NORAM documents; 06279906- Revise Mackinaw City documents in accordance with MOU; 07119904-Designation of Delegates to NCAI; 07119905- Withdrawal of Management Agreement to National Indian Gaming Commission (NIGC); 07159901- Cash and Escrow Management for Victories; 08089901- Tribal Representative to National Indian Gaming Association (NIGA); 08089902- Authorization for Inter-Tribal Council of MI to apply for FY 2000 L.I.E.A.P. funds; 09269901- *U.S. v Michigan* Authorization; 10109901- Appointment to Readmond Friendship Park Committee.

(Source: TRIBAL RESOLUTION # 062611-22)

16.121 RESCISSION AND REPEAL OF RESOLUTIONS FOR CONTRACTS FOR THE YEAR OF 2000

X. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety, and are void and have no effect: 08200001- BIA Roads Contract; 08200002- Roads General Contract.

(Source: TRIBAL RESOLUTION # 062611-23)

16.122 RESCISSION AND REPEAL OF RESOLUTIONS FOR GRANT FUNDING FOR THE YEAR OF 2000

Y. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 02200001- Rural Rental Housing Loan Application; 01090001- Language Grant; 05070002- HUD ICDBG Proposal; 12170003- Support of Grant Application to National Park Service.

(Source: TRIBAL RESOLUTION # 062611-24)

16.123 RESCISSION AND REPEAL OF OUTDATED RESOLUTIONS FOR THE YEAR OF 2000

Z. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 0117001- Liquor Control Adoption; 02200004- Authorization for Amicus Brief; 03050001- Appointment to Readmond Friendship Park Committee; 03190001- Authorization for Bank Account; 03190002- Authorization to Pay Leonard, Street and Deinard and Replenish General Fund; 03190003- Fire and Emergency Services; 03190004- Inter-governmental Law Enforcement; 03190005- Litigation Support Proposal; 03300001- Opposition to H.R. 1960 and H.R.2 with Respect to Tribal Education Department Appropriations; 03300002- Asking Congress to Make a Special Request for a Line Item; 03300003- Asking Congress to Make a Special Request for a Line Item; 040400001- Request for BIA funding for transportation activities; 04160001- NAGPRA Representative; 04160003- Gaming Administration Authorization to Borrow Money from National City Bank; 05070003- Adoption of Budget for Operation and Maintenance for the Harbor Springs Housing Development; 07090001- Inter-Tribal Tax Negotiations; 07230002- Authorization for Execution of *U.S. v. Michigan* Settlement Documents; 07230003- Authorization for Execution of *U.S. v. Michigan* Settlement Documents; 08060001- Low Income Energy Assistance Program; 08060002- Approval of Odawa Fisheries Enhancement Facility Proposal; 08200003- Authorization to Enter Into Deputization Agreement; 09240001- Authorization to Accept Title; 09240002- Authorization to Borrow from Enterprise Fund; 10080001- Designation of Delegate

and Alternate Delegates to the NCAI; 12170002- Line of Credit Authorization; 12170004- Approval of 2001 HIS Budget;

(Source: TRIBAL RESOLUTION # 062611-25)

16.124 RESCISSION AND REPEAL OF RESOLUTIONS FOR CONTRACTS FOR THE YEAR OF 2001

AA. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety, and are void and have no effect: 01070101- Authorization to Enter 638 Contract; 04080101- Long Range Transportation Planning; 04080102- Diabetes Prevention Proposal; 04220102- In Kind Services for Families First Program.

(Source: TRIBAL RESOLUTION # 062611-26)

16.125 RESCISSION AND REPEAL OF RESOLUTIONS FOR GRANT FUNDING FOR THE YEAR OF 2001

BB. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 01210101- Support and Endorsement of Odawa Institute ANA Application for Native American Languages Program; 03180101- Support of Inter-Tribal Council Healthy Start Program; 04220101- Support of Youth Violence Prevention Grant; 05060101- Community Commons Project; 06280101- Support of the Pre-Application of the Small Ambulatory Program Facilities; 08190102- Support of the LTBB Tobacco Grant; 09090102- Support and Authorization of Grant Application to USDA Rural Development; 09200101- Support and Authorization of Grant Application to IHS; 12160101- Technical Assistance Application.

(Source: TRIBAL RESOLUTION # 062611-27)

16.126 RESCISSION AND REPEAL OF OUTDATED RESOLUTIONS FOR THE YEAR OF 2001

CC. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 01070102- Approval of 2001 HIS Budget; 02180101- Retention of Reserve Funds; 03090101- Litigation Support Request; 03180102- National Indian Gaming Association; 03280101- Authorization for Property Purchase; 04080103- 2000 Capital Expenditures treated as Owner's Equity; 04220103- Mortgage Loan Authorization; 04300101- Amendment to 638 contract; 05060102- Check Signing Procedures; 06030102- On Premises Liquor License Renewal; 07220102- Facilities Maintenance Agreement; 08050101- Low Income Energy Assistance Program; 08190101- Gaming Enterprise Surveillance; 10210102- Appointment of EPA Region 5 Tribal Representative; 10210104- ANA Planning Grant for Chippewa Ottawa Resource Authority; 10210105- Submission of Constitution; 11040101- Account Signer Resolution; 11080101- Approval of 2002 IHS Budget; 11180101- Account Signer Authorization; 11180102- Designation of Alternate Delegate to the NCAI; 11180103- Designation of Delegate to the NCAI; 11180106- Adoption of Gaming Revenue Allocation Plan; 12130101-Amendment to Gaming Revenue Allocation Plan; 12270101- Approving a Borrowing with a Pledge of Casino Revenues and Property as Security.

(Source: TRIBAL RESOLUTION # 062611-28)

16.127 RESCISSION AND REPEAL OF OUTDATED RESOLUTIONS FOR THE YEAR OF 1991

A. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 12079102- Membership Requirements; 12079103- Support for the Odawa Homecoming Project for 1992.

(Source: TRIBAL RESOLUTION # 072411-01)

16.128 RESCISSION AND REPEAL OF OUTDATED RESOLUTIONS FOR THE YEAR OF 1994

A. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 06129401- Substance Abuse Program Policy approval.

(Source: TRIBAL RESOLUTION # 072411-02)

16.129 RESCISSION AND REPEAL OF OUTDATED RESOLUTIONS FOR THE YEAR OF 1995

A. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 04099501- Handicap accessible construction; 06259502- Low Income Assistance Program; 07169503- Commodities Food Program; 09249501- Support for traditional activities on Osborne Road property.

(Source: TRIBAL RESOLUTION # 072411-03)

16.130 RESCISSION AND REPEAL OF OUTDATED RESOLUTIONS FOR THE YEAR OF 1996

DD. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 02049601- Support for Nutrition Aide; 02189601- Approval of Substance Abuse Program Policy and Procedures Manual; 03179603- Procedure Regarding Disposition of Human Remains; 05199606- Request for Trust Acquisition; 05199607- Request for Trust Acquisition; 05199608- Request for Trust Acquisition; 07149603- Proposal for a Food Commodity Site; 08049603- Request for Trust Acquisition; 12229601- Cultural Preservation Programs Components.

(Source: TRIBAL RESOLUTION # 072411-04)

16.131 RESCISSION AND REPEAL OF OUTDATED RESOLUTIONS FOR THE YEAR OF 1998

EE. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 01259801- Authorization for Land Acquisition; 01259803- Amendment to Resolution; 02089801- Support of the Prophetstown Native American Cultural Center; 04199805- Appointment of Tribal representative to Readmond Friendship Park Committee; 05039803- Appointment of Building and Zoning Administrator;

06219804- Submission of Judgment Fund Plan; 07129801- Submission of Judgment Fund Plan; 08239801- Designation of Delegate and Alternate Delegates to the National Congress of American Indians; 08239802- Designation of Individuals Authorized to Draw Down ONAP Funds; 11089802- Support for ITC JTPA Program; 11229803- Creation of Ad Hoc Committee on Draft Constitution; 12209802- Contract for Building Inspections.

(Source: TRIBAL RESOLUTION # 082111-01)

16.132 RESCISSION AND REPEAL OF OUTDATED RESOLUTIONS FOR THE YEAR OF 1998

FF. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 01259802- Torts Claim Liaison; 02089804- HIP Category C Authorization; 03229803- Support of Inter-Tribal Memorandum of Understanding; 12069803- Chippewa-Ottawa Resource Authority; 12209801- Desire to contract with State of Michigan for plan review and inspection services.

(Source: TRIBAL RESOLUTION # 072411-05)

16.133 RESCISSION AND REPEAL OF OUTDATED RESOLUTIONS FOR THE YEAR OF 1999

GG. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 02219904- Tobacco Litigation; 05089904- Tribal Council Acceptance of All Assets and Liabilities of Odawa Housing Council; 10109902- IHS Funding.

(Source: TRIBAL RESOLUTION # 072411-06)

16.134 RESCISSION AND REPEAL OF OUTDATED RESOLUTIONS FOR THE YEAR OF 2000

HH. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 04160002- Priorities for Great Lakes

Fishing Access; 06040001- Application for funding under Wetland Protection Development; 10220001- Authorization for Housing Loan; 12170001- Authorization for Reciprocal Docking Agreements.

(Source: TRIBAL RESOLUTION # 072411-07)

16.135 RESCISSION OF TRIBAL RESOLUTION #031603-02, ELDERS ADVISORY BOARD

II. THEREFORE, BE IT RESOLVED that the Tribal Council rescinds Tribal Resolution #031603-02, Elders Advisory Board.

(Source: TRIBAL RESOLUTION # 121910-01)

16.136 RESCISSION AND REPEAL OF OUTDATED RESOLUTIONS FOR THE YEAR OF 2002

A. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 012002-02- Retention of Reserve Funds; 012002-03- Approval of Noram Termination Documents; 020302-01- Authorization to Enter 638 Contract; 021202-01- Endorsement of Chippewa-Ottawa Resource Authority (CORA) FY-2003 Appropriation Request; 042102-02- Adoption of Strategic Plan; 051902-01- First Community Bank Account Signer Resolution; 062302-01- Merrill Lynch Investment; 062302-02- Loan Authorization; 072102-01- Tribal Council Code of Ethics; 080402-02- Holiday Inn; 080402-03- Liquor License Transfer; 081802-02- Ad Hoc Committee for Tribal Sovereignty Day; 081802-03- Approval of FY 2002 Tribal Indian Reservation Roads Inventory; 102002-01- NCAI Membership Delegate-Alternate; 102002-02- NCB Accounts; 110302-02- Adoption of Gaming Revenue Allocation Plan; 110302-03- CORA Board Member.

(Source: TRIBAL RESOLUTION # 062313-02)

16.137 RESCISSION AND REPEAL OF RESOLUTIONS FOR GRANT FUNDING FOR THE YEAR OF 2002

A. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirely and are void and of no effect: 010602-01- Great Lakes Coastal Restoration Grant; 012002-01- Continuation of Title VI Grant #0105MI2689, Association of Aging; 031702-01- Authorization to enter into Indian Health Service Agreements for Well Water and Sanitization Facilities Projects under Public Law 93-638; 031702-02- Support of Funding Request from the Administration for Native Americans for the Development of the Little Traverse Bay Bands of Odawa Indians' Integrated Geographic Information Systems Program; 040702-01- Support of Funding Request to the Bureau of Indian Affairs for Transportation Planning; 050502-01- Renewable Energy Feasibility; 051902-02- Subsistence Grant Support and Participation; 051902-03- ITC Application for Community Services Block Grant; 060602-01- Support and Authorization of Grant Application to US Dept. of HUD for Health and Human Services Center; 081802-04- Approval of FY 2002-2007 Tribal Transportation Improvement Program; 090802-01- Low Income Energy Assistance Program; 110302-01- Michigan Department of Transportation Feasibility Study Endorsement.

(Source: TRIBAL RESOLUTION # 062313-03)

16.138 RESCISSION AND REPEAL OF OUTDATED RESOLUTIONS FOR THE YEAR OF 2003

A. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 010503-01- Tax Agreement Implementation; 011903-01- Authorization for First Amendment Agreement; 011903-03- Authorization for Execution of Revised Deputization Agreement; 020203-01- Great Lakes Fishery Trust Grant Agreement Authorization; 031603-01- MIEA Delegate Appointments; 031603-02- Elders Advisory Board; 031603-03- Designation of Motor Fuel Wholesaler and Retailer Under Tax Agreement; 042703-02- Designation of Tobacco Wholesaler and Retailer Under Tax Agreement; 051803-01- Interim Operation of Store; 072703-04- NCB Account Signer Resolution; 072603-05- First Community Bank Account Signer Resolution; 072703-06- NCB Account Signer Resolution; 080303-02- NCB Investment Account Signer Authorization; 081703-02- CORA, GLRC and ILWRC; 090703-01- Designation of Delegate and Alternate to the N.C.A.I.; 100503-01- Adoption of Gaming Revenue Allocation Plan; 110203-01- Adoption of Amendment to Gaming Revenue Allocation Plan.

(Source: TRIBAL RESOLUTION # 062313-04)

16.139 RESCISSION AND REPEAL OF RESOLUTIONS FOR GRANT FUNDING FOR THE YEAR OF 2003

A. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 010503-02- Approval of 2003 HIS Budget; 011903-02- Authorization for FY2003 PL 93-638 Contract; 040603-01- Requesting Funding from the Administration for Native Americans for the Development of the Little Traverse Bay Bands of Odawa Indians Fisheries Enhancement Program; 042703-01- Support for Grant Application to Indian Health Services; 050403-01- OJJDP Grant Authorization; 051803-02- 2003-F1886-MI-DC Grant Authorization; 062203-01- BJA Grant Authorization; 081703-01- Low Income Energy Assistance Program; 090703-02- Funding from the United States Fish and Wildlife Services; 100503-02- Litigation Support Request; 100503-05- Approval of FY 2003 Tribal Transportation Improvement Program; 100503-06- First Nations Development Institute Grant Authorization; 101903-01- ITC Application for Community Service Block Grant; 112303-01- Authorization and Support for National Center for Civic Innovation Grant Application.

(Source: TRIBAL RESOLUTION # 062313-05)

16.140 RESCISSION AND REPEAL OF RESOLUTIONS FOR CONTRACTS FOR THE YEAR OF 2004

A. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety, and are void and have no effect: 041804-01- Tribal Delegates to National Indian Gaming Association; 052304-01- National City Bank Opening of Bell's Fishery Bank Account; 072504-06- National Congress of American Indians Delegate and Alternates Assignments; 080804-01- National City Bank Opening of Second Bell's Fishery Bank Account; 082204-03- University of Minnesota Indians Into Medicine, Center of American Indian and Minority Health; 120504-07- L.T.B.B.O.I. Representation at Tribal/State Summit Planning Meetings (superseded by statute); 121904-01- National City Bank Change of Signatories on Fish Purchasers Account; 121904-02- Support of the Match-E-Be-Nash-She-Wish Band of Potawatomi Indians' Request Urging a Class III Gaming Operation; 121904-03- Victories Expansion Loan Authorization and Limited Waiver of Sovereign Immunity.

(Source: TRIBAL RESOLUTION # 062313-06)

16.141 RESCISSION AND REPEAL OF RESOLUTIONS FOR GRANT FUNDING FOR THE YEAR OF 2004

A. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 010404-01- Approval of 2004 I.H.S. Budget; 011804-01- Request for Funding from the Bureau of Justice Assistance, Office of Justice Programs, United States Department of Justice Fiscal Year 2004 Tribal Courts Assistance Program; 011804-02- Request for funding from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice for Fiscal Year 2004 Indian Alcohol and Substance Abuse Program; 020104-01- Request for Funding from the Human Services Coordinating Body of Charlevoix and Emmet County, Strong Families/Safe Children Mini-Grant – Year 2004; 020104-02- Request for Funding from the U.S. Environmental Protection Agency, Clean Air Act, Section 103 Program; 020104-03- Request for Funding the Institute of Museum and Library Services, 2004 Basic Library Services Grant; 020104-04- Request for Funding from the U.S. Department of Justice, Office on Violence Against Women: Fiscal Year 2004 S*T*O*P Violence Against Indian Women Discretionary Grant Program; 021504-01- Authorization for FY 2005 PL 93-638; 021504-02- Request for Funding from the National Park Service, Tribal Preservation Program, Heritage Preservation Services, FY 2004 Historic Preservation Fund Grants to Indian Tribes, Alaskan Natives, and Native Hawaiian Organizations for "Waganakising Odawak Identify Preservation Project;" 021504-03- Request for Funding from the Office of Justice Programs, United States Department of Justice, Bureau of Justice Assistance, Juvenile Drug Court Implementation Grant Program; 030704-03- Request for Funding from the Department of Health and Human Services, Administration for Children and Families, Administration for Native Americans: Promoting the Survival and Continuing Vitality of Native American Languages: LTBB Odawa Language Project; 030704-04- Request for Funding from the Department of Health and Human Services Centers for Disease Control and Prevention, Agency for Toxic Substances and Disease Registry, "Program to Build Capacity to Develop, Implement, and Evaluate Environmental Health Education and Promotion Activities in Tribal Communities; 030704-05- Request for Funding from the U.S. Environmental Protection Agency, Clean Water Act, Section 106 Program; 032104-01- Education Grants for Indian Children; 040404-01- Request for Funding from Northern Michigan Substance Abuse Services,

Inc. Prevention Services FY 2004-2005, Little Traverse Bay Bands of Odawa Indians Substance Abuse Prevention Services Program; 040404-02- Request for Funding from the Michigan Department of Community Health, Office of Drug Control Policy, FY 2004-2005 Governor's Discretionary Grants: Little Traverse Bay Bands of Odawa Indians Youth Drug Use Prevention Project; 040404-03- Request for Funding from the Institute of Museum and Library Services, 2004 Library Enhancement Grant; 050204-01- Request for Funding from the U.S. Department of Justice, Office of Community Oriented Policing Services, L.T.B.B.O.I. N.R.D. Tribal Resources Grant Program 2004; 050204-02- Request for Funding from the U.S. Department of Justice, Office of Community Oriented Policing Services, L.T.B.B.O.I. Law Enforcement Department Tribal Resources Grant Program 2004; 050204-03- Request for Funding from Indian Health Service, L.T.B.B.O.I. Injury Prevention Special Project; 050204-04- Request for Funding from the U..S. Department of Interior, Fish and Wildlife Service, L.T.B.B.O.I. N.R.D. Fiscal Year 2004 Tribal Wildlife Grant; 052304-09- Request for Funding from the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Service Administration, Center for Mental Health Services, Center for Substance Abuse Treatment, for a FY 2004 Child and Adolescent Mental Health and Substance Abuse State Infrastructure Grant; 052304-10- ITC Application for Access to Recovery Grant From the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment; 052304-11- Conservation Resource Alliance application for Conservation Innovation Grant; 052304-12- Request for Funding from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice, FY 2004 Tribal Youth Program; 060604-02- Bureau of Indian Affairs Agreement to fund Odawa Circle Drive; 062704-01- Request for Funding from the Bureau of Justice Statistics, Office of Justice Programs, U.S. Department of Justice, Tribal Criminal History Record Improvement Pilot Program; 062704-02- Six Tribe Consortium Application and Memorandum of Agreement for Special Diabetes Program for Indians Competitive Great Program from the U.S. Department of Health and Human Services, Indian Health Service; 062704-03- Request for Funding from the U.S. Department of Health and Human Services, Indian Health Service, Administration on Children, Youth and Families: L.T.B.B.O.I. Child Care and Development Fund Program; 062704-04- Request for Funding from U.S. Department of Health and Human Services, Administration for Children and Families, Administration on Children, Youth and Families: L.T.B.B.O.I. Child Care and Development Fund Program; 062704-05- Request for Funding from the U.S. Department of Commerce, Economic Development Administration, for a L.T.B.B.O.I. Economic Development Planning Assistance Project; 071104-03- Request for Funding from the

U.S. Environmental Protection Agency, L.T.B.B.O.I. Performance Partnership Grant; 071104-04- I.T.C. Application for Sexually Transmitted Disease Prevention and Treatment Project From the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, American Indian and Alaskan Native S.T.D.; 072504-02- I.T.C. Application for Community Service Block Grant Emergency Assistance Program; 072504-03- Low Income Energy Assistance Program; 72504-05- Request for Funding from the Great lakes Fisheries Trust L.T.B.B.O.I. Natural Resources Department FY 2005 Sturgeon Research Grant; 080804-02- Request for Funding from the Land Tenure Foundation, Indian Culture and Land Tenure Program, Presentation of Tribal Land Histories to Youth/Tribal Leaders/Elders for a "Land Tenure History Project;" 080804-03- Request for Funding from the Frey Foundation, Encouraging Civic Progress, L.T.B.B.O.I Connecting Civic Progress and Geographic Information Systems; 082204-02- Request for Funding from Michigan Inter-Tribal Council, 2004-2005 SEMA Application-Comprehensive Programming, L.T.B.B.O.I. Tobacco Education Program; 082204-04- Request for Funding form Northrop Grumman Health Solutions, L.T.B.B.O.I. Fetal Alcohol Spectrum Disorders Response Initiative Planning Project; 082204-05- Request for Funding from the Great lakes Fishery Trust, L.T.B.B.O.I. Tribal Fishing and Recreational Fishing Access Project – Mackinaw City; 091204-02- ITC STEPS To A Healthier U.S. Project, U.S.. Department of Health and Human Services, Centers for Disease Control L.T.B.B.O.I. STEPS Comprehensive Grant; 091204-03- Request for Funding from the Lumina Foundation for Education, L.T.B.B.O.I. Access to Education Project; 092604-02- Request for Funding from the National Endowment for the Humanities, Grants for Stabilizing Humanities Collection, L.T.B.B.O.I. "Waganakising Odawak Identity Preservation Project;" 092604-03- Request for Funding from the National Science Foundation, in partnership with the National Endowment for the Humanities and the Smithsonian Institution, for Documenting Endangered Language, "L.T.B.B.O.I. Language Preservation Project;" 092604-04- Request for Funding from Michigan Inter-Tribal Council, L.T.B.B.O.I. "Healthy Anishinaabe Women Project;" 102404-01- Request for Funding from the U.S. Environmental Protection Agency, Tribal Air Grant Initiative funded by: Region 5 Air & Radiation FY 2005 Allocation, Section 103 Authority of the Clean Air Act; 102404-02- Request for Funding from the U.S. Department of Energy, Weatherization and Intergovernmental Program, Office of Energy Efficiency and Renewable Energy: for a L.T.B.B.O.I. First Steps Toward Developing Renewable Energy and Energy Efficiency on Tribal Lands Project; 102404-03- I.T.C. of Michigan, Inc. Application for Funding to: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Program to Promote Diabetes Education Strategies in Minority Communities: The

National Diabetes Education Program; 110704-03- Funding Renewal from the U.S. Department of Health and Human Services Indian Health Service L.T.B.B.O.I. 2005 Annual Funding Agreement; 110704-04- Funding from the U.S. Department of Housing and Urban Development FY 2004 Indian Community Development Block Grant Program L.T.B.B.O.I. Public Facilities and Improvement Project; 112104-03- Litigation Support Request for CORA FY 2005 for United States v Michigan; 112104-04- Inter-Tribal Council of Michigan, Inc. application for Funding: U.S. Department of Health and Human Services Health Resources and Services Administration Healthy Start Program; 120504-01- U.S. Department of Housing and Urban Development, FY 2004 Indian Community Development Block Grant Program, L.T.B.B.O.I. Public Facilities and Improvement Project: Resolution to Confirm the Existence of Financial Management and Internal Control Policies and Procedures; 120504-02- U.S. Department of Housing and Urban Development, FY 2004 Indian Community Development Block Grant Program, L.T.B.B.O.I. Public Facilities and Improvement Project: Resolution to Confirm the Existence of Procurement and Contract Management Policies and Procedures; 120504-03- U.S. Department of Housing and Urban development, FY 2004 Indian Community Development Block Grant Program, L.T.B.B.O.I. Public Facilities and Improvement Project: Resolution to Support and Operations and Maintenance Plan; 120504-04- U.S. Department of Housing and Urban Development FY 2004 Indian Community Development Block Grant Program L.T.B.B.O.I. Resolution to Identify and Commit Tribal Resources; 120504-05- U.S. Department of Housing and Urban Development FY 2004 Indian Community Development Block Grant Program L.T.B.B.O.I. Resolution to Verify Citizenship; 120504-06- U.S. Department of the Interior Bureau of Indian Affairs Authorization for FY 2005 P.L. 93-638 Contract; 121904-04- Inter0Tribal Council of Michigan, Inc. Application for Funding: U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration Anishinaabe Adolescent Treatment Coordination Coalition Program; 121904-05- Funding Request from the Michigan State Police, Emergency Management Division, Hazard Mitigation Grant Program; L.T.B.B.O.I. Tribal Government Center Storm Water Retention Basin Project; 121904-06- Request for Funding from the U.S. Department of Justice, Office on Violence Against Women: Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program.

(Source: TRIBAL RESOLUTION # 062313-07)

Chapter 2. Post-Constitutional Repealing Resolutions

16.201 RESCIND AND REPEAL TRIBAL RESOLUTION #032209-07, #030710-10, AND #100707-01 RELATED TO THE LINE-OF-CREDIT FOR THE BUSINESS FORMERLY KNOWN AS BELL'S FISHERY

A. THEREFORE, BE IT RESOLVED that Little Traverse Bay Bands of Odawa Indians Tribal Council rescinds and repeals any Resolutions related to the Line of Credit for Bell's Fishery including #042008-06 amended by #030710-10 and #100707-10, and any remaining balance due shall be forgiven.

(Source: TRIBAL RESOLUTION # 061211-01)

16.202 REPEALED--TO RESCIND TRIBAL RESOLUTION #012509-07 REGARDING TRIBAL GOVERNMENT BUDGET REVISION FOR FISCAL YEAR 2009

(Source: TRIBAL RESOLUTION # 071209-08; Repealed by TRIBAL RESOLUTION # 120609-02))

16.203 AUTHORIZATION FOR PAYOFF OF LOAN ON 7500 ODAWA CIRCLE AND RESCINDS AND REPLACES TRIBAL RESOLUTION #050210-01

A. THEREFORE, BE IT RESOLVED that the Tribal Council authorizes and approves for the existing loan against 7500 Odawa Circle, Harbor Springs, Michigan in the amount of approximately $2,268,166.63 to be paid in full with National City Bank (now PNC) that allows for early repayment without penalty, to come from the PNC Investment accounts.

B. FURTHER BE IT RESOLVED that Tribal Council authorizes and requests the Chairman, or in his absence Vice Chair administer oversight authority to the extent necessary to ensure that such funds are applied in accordance with this Tribal Resolution.

C. FINALLY BE IT RESOLVED that this Tribal Resolution rescinds and replaces Tribal Resolution #050210-01.

(Source: TRIBAL RESOLUTION # 051610-02)

16.204 TO REPEAL TRIBAL RESOLUTION #071209-08 REGARDING TRIBAL GOVERNMENT BUDGET REVISION FOR FISCAL YEAR 2009

A. THEREFORE BE IT RESOLVED that the Tribal Council repeals its *Cost Saving Measures* to allow for COLA payment, stipends and travel for staff for the remaining FY 2009.

B. FURTHER BE IT RESOLVED that the Tribal Council recommends to the Tribal Chairperson to amend his Executive Order to allow for staff COLA, travel and training for the remaining FY 2009.

C. FURTHER BE IT RESOLVED that the Tribal Council recommends to the Judiciary, Legislative, Prosecutor and Election Board to allow for staff COLA, travel and training for the remaining FY 2009;

D. FINALLY BE IT RESOLVED that the Tribal Chairperson shall administer his oversight authority to the extent necessary to ensure that funds are adequately administered.

(Source: TRIBAL RESOLUTION # 120609-02)

16.205 REPEALS TRIBAL RESOLUTION # 092709-01; ESTABLISHMENT AND AUTHORITY OF THE "LEGISLATIVE/EXECUTIVE TEAM"

A. THEREFORE, BE IT RESOLVED that the Tribal Council hereby Repeals Tribal Resolution # 092709-01; Establishment and Authority of the "Legislative/Executive Team" and that that any and all authority or actions provided by Tribal Resolution 092709-01 is hereby repealed.

B. FURTHER BE IT RESOLVED that communication with representatives of *Oppenheimer & Co., Inc*., *Fredrick Peeples & Morgan*, Bond Lenders or the *Ad Hoc Committee of Lenders* shall be made concurrently between the Tribe's General Counsel under the direction of the Executive who shall provide legal services, counsel to, and representation of LTBB on legal matters regarding negotiations, and Legislative Services Attorney, regarding the bond unless authorized otherwise by a motion of the Tribal Council.

C. FINALLY BE IT RESOLVED final decisions regarding communication, representation or approval of negotiations shall be authorized by a motion of the Tribal Council at a Regular, Special, or Emergency Meeting, or by the authority of a phone poll of the Tribal Council.

(Source: TRIBAL RESOLUTION # 060610-02)

16.206 RECISSION AND REPEAL OF OUTDATED RESOLUTIONS FOR THE YEAR 2006

A. WHEREAS the following Resolutions are outdated and obsolete at this time: 010806-01-Conference Support; 010806-03- Interim Prosecutor Agreement; 010806-04- Hearing Officer List; 122206-01- New Casino Project Scope and Budget; 012206-02- Change Order #5 with Clark Construction; 012206-03- GMP Authorization with Financing Contingency; 012206-04- Authorizing Sale of Notes and Related Actions; 012206-06- National Congress of American Indians Embassy of Nations Capital Campaign; 012206-07- Native American Rights Fund Support; 012206-11- Appropriation of Funds CBA 1006-02; 012206-12- Tribal Council Appropriations & Finance Standing Committee; 012206-13- Amendment to Tribal Council Stipend Policy; 020506-02- Amendment to Tribal Council Code of Ethics 3 1; 020505-02- Donation to St. Francis Solanus Indian Mission Committee; 020506-03- Tribal Council Rep Meet the Citizens Meeting; 020506-04- NCAI Youth Commission Travel Fund for LTBB Youth Rep; 020506-05- NCMC Cultural Support for Student Group; 020506-06- Approving Gaming Regulatory Commission use of Independent Auditor; 030502-01- Tribal Council Meet the Membership Meetings; 030506-02- Bud Mod (4) Substance Abuse FY 2006; 030506-03- Budget Modification Geographical Information Systems FY 2006; 030806-01- Approval of FY 06 Tribal Transportation Improvement; 031906-01- Appropriating $24,111.92 in Additional Funding to the Tribal Court Budget; 031906-02- Approve and Appropriate Fluent Anishinaabemowin Teacher Position; 031906-06- Permission to Discuss Carey Lawsuit; 031906-07- Permission to Discuss all Employee Handbooks with Executive; 031906-08- Enjinaaknegeng Confidential Memo; 031906-14- Funding Miss Odawa Resolution 2006; 040906-03- Appropriation of Funds for 2007 Operating Budget; 040906-07- Funding Notification by Mail and Luncheon for 2006 Annual Convention NCAI Youth; 042306-01- Foster Care Funding; 042306-02- Sponsor the Odawa Institute's Anishinaabemowin and Cultural Programming; 042306-04- Gaming Board Of Directors (GBOD)Responsibilities; 042306-05-

Kings Inn Closure; 050706-01- Appropriation to the Pow Wow Committee; 050706-07- Production Four Direction Video; 050706-08- Client Emergency Assistance; 050706-09- Approving Capital Projects Policy; 061106-14- Department Of Justice (DOJ)Statement of Mutual Understanding and Support; 061106-15- Odawa Enterprise Management; 061106-16- The way it happened reprinting; 061106-17- Funding for 4 Directions video; 061106-19- Appropriation of $5000 for the Restoration of the Burt Lake Burial Grounds; 061106-21- Est. Michelle Chingwa Education Assistance Act Scholarship Levels; 061106-23- Appropriation for Pending Litigation; 062506-01- Est Michelle Chingwa Education Assistance Act Scholarship Levels; 062506-02- Appointing Auditors; 070906-05- Fire Agreement with Bear Creek Twp; 070906-06- Approval of Agreement in Principle for the Inland Phase of U.S. v Michigan; 072306-01- Appropriation of $10,000 for the Restoration of the Cemetery; 072306-02- Loan Authorization Northern Michigan Bank; 072306-03- Transferring Responsibility of new casino to Executive branch; 080606-04- Funding the 2006 Traditional Jiingtamok; 0826006-02- Tribal Seal Authorization; 082006-04- Protection of tribal Asset Accumulation; 091006-01- CCF Annual Plan 2006-2007; 091006-03- Michigan Indian Elder Association; 091006-04- Bad River Medical Center; 092406-02- Funding Request for Big Read; 092406-03- Honoring Yvonne Walker-Keshick; 100806-01- Approving Middle Village Park Management Committee; 100806-02- Client Emergency Assistance; 10806-03- Priority Budget Allocation; 100806-04- Request for Legal Review of the Holy Childhood Land Transfers; 102206-02- United Tribes of Michigan; 102206-03- Appoint Tribal Chairman Economic Development for Old Victories Site; 102206-04- Affirming the Benefits of Affirmative Action; 102206-05- Michelle Chingwa Scholarship Levels 031; 110506-04- MIEA Delegate Appt; 111906-01- Office of the Legislative Services Attorney Modification FY 2007; 111906-02- Per Cap 2006 Budget Increase; 111906-04- NCMC Student Group 2006 Fall; 111906-05- FY 2006 Resolution for Winter Solstice Party; 120306-01- Biindigen and Victories Liquor License; 120306-02- Bureau of Indian Affairs (BIA) FY 2007 Mature Contract; 129396-06- United Tribes Budget Modification; 120306-07- Approval of the GMBOD Budget; 121706-02- Quill Art Cultural Preservation Video; and 121706-03- Requesting Legal Brief for Casino Construction.

B. THEREFORE, BE IT RESOLVED that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 010806-01-Conference Support; 010806-03- Interim Prosecutor Agreement; 010806-04- Hearing Officer List; 122206-01- New Casino Project Scope and Budget; 012206-02- Change Order #5 with Clark Construction; 012206-03- GMP Auth with Financing Contingency; 012206-04- Authorizing Sale of Notes and Related

Actions; 012206-06- NCAI Embassy of Nations Capital Campaign; 012206-07- NARF Support; 012206-11- Appropriation of Funds CBA 1006-02; 012206-12- TC Appropriations & Finance Standing Committee; 012206-13- Amendment to Tribal Council Stipend Policy; 020506-02- Amendment to Tribal Council Code of Ethics 3 1; 020505-02- Donation to St. Francis Solanus Indian Mission Committee; 020506-03- Tribal Council Rep Meet the Citizens Meeting; 020506-04- NCAI Youth Commission Travel Fund for LTBB Youth Rep; 020506-05- NCMC Cultural Support for Student Group; 020506-06- Approving GRC Use of Independent Auditor; 030502-01- Tribal Council Meet the Membership Meetings; 030506-02- Bud Mod (4) Substance Abuse FY 2006; 030506-03- Budget Modification GIS FY 2006; 030806-01- Approval of FY 06 Tribal Transportation Improvement; 031906-01- Appropriating $24,111.92 in Additional Funding to the Tribal Court Budget; 031906-02- Approve and Appropriate Fluent Anishinaabemowin Teacher Position; 031906-06- Permission to Discuss Carey Lawsuit; 031906-07- Permission to Discuss all Employee Handbooks with Executive; 031906-08- Enjinaaknegeng Confidential Memo; 031906-14- Funding Miss Odawa Resolution 2006; 040906-03- Appropriation of Funds for 2007 Operating Budget; 040906-07- Funding Notification by Mail and Luncheon for 2006 Annual Convention NCAI Youth; 042306-01- Foster Care Funding; 042306-02- Sponsor the Odawa Institute's Anishinaabemowin and Cultural Programming; 042306-04- GBOD Responsibilities; 042306-05- Kings Inn Closure; 050706-01- Appropriation to the Pow Wow Committee; 050706-07- Production Four Direction Video; 050706-08- Client Emergency Assistance; 050706-09- Approving Capital Projects Policy; 061106-14- DOJ Statement of Mutual Understanding and Support; 061106-15- Odawa Enterprise Management; 061106-16- The way it happened reprinting; 061106-17- Funding for 4 Directions video; 061106-19- Appropriation of $5000 for the Restoration of the Burt Lake Burial Grounds; 061106-21- Est. Michelle Chingwa Education Asst. Act Scholarship Levels; 061106-23- Appropriation for Pending Litigation; 062506-01- Est Michelle Chingwa Education Assistant Act Scholarship Levels; 062506-02- Appointing Auditors; 070906-06- Approval of Agreement in Principle for the Inland Phase of U.S. v Michigan; 072306-01- Appropriation of $10,000 for the Restoration of the Cemetery; 072306-02- Loan Authorization Northern Michigan Bank; 072306-03- Transferring Responsibility of new casino to executive branch; 080606-04- Funding the 2006 Traditional Jiingtamok; 082006-04- Protection of tribal Asset Accumulation; 091006-01- CCF Annual Plan 2006-2007; 091006-03- MIEA; 091006-04- Bad river Medical Center; 092406-02- Funding Request for Big Read; 092406-03- Honoring Yvonne Walker-Keshick; 100806-01- Approving Middle Village Park Management Committee; 100806-02- Client Emergency Assistance; 10806-03- Priority Budget Allocation; 100806-04- Request for Legal Review of the

Holy Childhood Land Transfers; 102206-02- United Tribes of MI; 102206-03- Appoint Tribal Chairman Economic Development for Old Victories Site; 102206-04- Affirming the Benefits of Affirmative Action; 102206-05- Michelle Chingwa Scholarship Levels 031; 110506-04- MIEA Delegate Appt; 111906-01- Office of the LSA Modification FY 2007; 111906-02- Per Cap 2006 Budget Increase; 111906-04- NCMC Student Group 2006 Fall; 111906-05- FY 2006 Resolution for Winter Solstice Party; 120306-01- Biindigen and Victories Liquor License; 120306-02- BIA FY 2007 Mature Contract; 129396-06- United Tribes Budget Modification; 120306-07- Approval of the GMBOD Budget; 121706-02- Quill Art Cultural Preservation Video; and 121706-03- Requesting Legal Brief for Casino Construction.

(Source: TRIBAL RESOLUTION #011914-01)

16.207 RESCISSION AND REPEAL OF RESOLUTIONS FOR GRANT FUNDING FOR THE YEAR OF 2006

A. WHEREAS the following pre-Constitution Resolutions were used to authorize grant proposals and submissions, and/or funding requests from Grant Agencies and are obsolete at this time: 012206-08- FY 06 STOP VAIW; 012206-09- NRD Tribal Landowner Incentive Project; 012206-10- 2006 Basic Library Services IMLS; 021906-01- CDFI FY 2006 Tech Assist; 021906-02- NAGPRA Grant; 021906-03- ANA Environmental Enhancement Grant; 021906-04- CJA Grant; 031906-09- EPA Solid Waste FY 06; 031906-10- Peer Recovery Services program Health and Human Services; 031906-11- 2006 Demo Grant for Indian Children; 031906-12- 2006 Museum Services; 031906-13- OJJDP Youth Mentoring Project; 042306-03- Department of Health and Human Services, Collaboration with ITC; 050706-04- FY 2006 COPS LED; 050706-05- IHS Elders Long Term Care Project; 050706-06- IHS Children and Youth Project; 061106-01- IHS Injury Prevention; 061106-02- TCHRIP FY 2006; 061106-03- EPA-PPG; 061106-04- Title IV-B FY 2007; 061106-05- Promoting Fatherhood; 061106-06- CCDF Tribal Plan; 061106-07- IHS Health Promo and Disease Prevention ITC; 061106-08- IHS Tribal Mgmt Grant; 061106-09- EPA Source Reduction; 070906-01- RWJF Tobacco Policy; 070906-02- USDA FDRPIR FY 2007; 070906-03- ITC LIEAP; 070906-04- ITC CSBG; 080606-01- The Big Read; 080606-02- ITC Healthy Women; 080606-03- MDCH Emergency Preparedness FY 06-07; 091006-02- HIS 2007 AFA; 110506-01- Justice and Mental Health Collaboration Project; 110506-02- EPA Clean Air; 110506-03- Dept of Energy Feasibility Project; 120306-03- Indian Alcohol and SA Grant; and 120306-05- Council Resolution Court Assistance Grant.

B. **THEREFORE, BE IT RESOLVED** that the following Resolutions are rescinded and repealed in their entirety and are void and of no effect: 012206-08- FY 06 STOP VAIW; 012206-09- NRD Tribal Landowner Incentive Project; 012206-10- 2006 Basic Library Services IMLS; 021906-01- CDFI FY 2006 Tech Assist; 021906-02- NAGPRA Grant; 021906-03- ANA Environmental Enhancement Grant; 021906-04- CJA Grant; 031906-09- EPA Solid Waste FY 06; 031906-10- Peer Recovery Services program Health and Human Services; 031906-11- 2006 Demo Grant for Indian Children; 031906-12- 2006 Museum Services; 031906-13- OJJDP Youth Mentoring Project; 042306-03- Department of Health and Human Services, Collaboration with ITC; 050706-04- FY 2006 COPS LED; 050706-05- IHS Elders Long Term Care Project; 050706-06- IHS Children and Youth Project; 061106-01- IHS Injury Prevention; 061106-02- TCHRIP FY 2006; 061106-03- EPA-PPG; 061106-04- Title IV-B FY 2007; 061106-05- Promoting Fatherhood; 061106-06- CCDF Tribal Plan; 061106-07- IHS Health Promo and Disease Prevention ITC; 061106-08- IHS Tribal Mgmt Grant; 061106-09- EPA Source Reduction; 070906-01- RWJF Tobacco Policy; 070906-02- USDA FDRPIR FY 2007; 070906-03- ITC LIEAP; 070906-04- ITC CSBG; 080606-01- The Big Read; 080606-02- ITC Healthy Women; 080606-03- MDCH Emergency Preparedness FY 06-07; 091006-02- HIS 2007 AFA; 110506-01- Justice and Mental Health Collaboration Project; 110506-02- EPA Clean Air; 110506-03- Dept of Energy Feasibility Project; 120306-03- Indian Alcohol and SA Grant; and 120306-05- Council Resolution Court Assistance Grant.

(Source: TRIBAL RESOLUTION #011914-02)

16.208 RESCISSION OF TRIBAL RESOLUTION #010613-02 AND REALLOCATION OF CAPITAL PROJECT FUND MONIES TO THE GENERAL FUND BALANCE FUNDS

A. **WHEREAS** Tribal Council established a Capital Project Fund to pay consultants and vendors who provide services related to the Mackinaw Casino Project with Tribal Resolution **# 010613-02**: *Confirmation of the Establishment of the Capital Project Fund, Remaining Balance, and Payment to Consults and Vendors*;

B. **WHEREAS** the funds for any and all Economic Development has been reserved by Tribal Resolution*: Allocation of General Fund Balance Funds to Address Tribal Priorities* and

creates a new allocation that supersedes the Capital Project Fund;

C. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians Tribal Council will be allocating funds from the reserved General Fund Balance Funds- Economic Development.

D. **THEREFORE BE IT RESOLVED** that Tribal Resolution **# 010613-02**: *Confirmation of the Establishment of the Capital Project Fund, Remaining Balance, and Payment to Consults and Vendors* is hereby rescinded and any remaining monies in the Capital Project Fund, as of the date of enactment of this Tribal Resolution, shall be allocated to the General Fund Balance Funds

(Source: TRIBAL RESOLUTION #042315-02)

TITLE XVII. PRE-CONSTITUTION RESOLUTIONS

Chapter One. Recognize, Support or Oppose

17.101 ACKNOWLEDGMENT OF NATHANIAL JAMES GIBSON AS A TRIBAL MEMBER

A. **THEREFORE BE IT RESOLVED** that Nathan James Gibson is an acknowledged member of the Little Traverse Bay Bands of the Odawa Nation.

(Source: TRIBAL RESOLUTION # 020786)

17.102 TO RECOGNIZE THE 10 YEARS OF DEDICATED SERVICE OF RETIRING BOARD CHAIRMAN RONALD WEMIGWASE.

A. **THEREFORE BE IT RESOLVED** that the LTBB Board of Directors hereby extends to Ronald Wemigwase and his family our gratitude for their hard work and sacrifice for their people. We extend our best wishes for the future.

(Source: TRIBAL RESOLUTION # 04149101)

17.103 TO RECOGNIZE THE YEARS OF DEDICATED SERVICE BY RETIRING

BOARD MEMBER PEGGY HEMENWAY

A. NOW THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Board of Directors hereby extends to Peggy Hemenway and her family our gratitude for their hard work and sacrifice for their people. We extend best wishes for the future.

(Source: TRIBAL RESOLUTION # 10069102)

17.104 TO SUPPORT THE FEDERAL LEGISLATION INTRODUCED BY CONGRESSMAN BOB DAVIS TO REAFFIRM THE RELATIONSHIP BETWEEN THE UNITED STATES GOVERNMENT AND THE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS.

A. NOW THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands Board of Directors in open meeting on December 7, 1991, supports the legislation introduced by Congressman Bob Davis which would reaffirm the status of the Little Traverse Bay Bands of Odawa Indians as a distinct Indian Tribe.

(Source: TRIBAL RESOLUTION # 12079101)

17.105 TO RECOGNIZE THE DEDICATED SERVICE OF RETIRING BOARD MEMBER JOSEPH MITCHELL.

A. NOW THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Board of Directors hereby extends to Joseph Mitchell and his family our gratitude for their hard work and sacrifice for their people. We extend best wishes for the future.

(Source: TRIBAL RESOLUTION # 01129201)

17.106 TO RECOGNIZE THE DEDICATED SERVICE OF DR. WILLIAM LOVIS.

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Board of Directors hereby extends to Dr. William Lovis our gratitude for his hard work and sacrifice for the LTBB people. We extend our best wishes for the future.

(Source: TRIBAL RESOLUTION # 03049402)

17.107 APPLICATION TO BECOME A MEMBER OF THE INTER-TRIBAL COUNCIL OF MICHIGAN.

A. NOW, THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands Governing Board supports the submission of an application to become a member of the Inter-Tribal Council of Michigan.

(Source: TRIBAL RESOLUTION # 09119401)

17.108 SUPPORT OF TRIBAL YOUTH

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians supports the rights and dignity of our Tribal Youth to continue the traditional activities of the Odawa people. These activities include peer affiliation, to socialize in groups, to participate in ceremonies and Tribal activities and continue to be committed to the Sacred Circle which includes the entire community.

(Source: TRIBAL RESOLUTION # 03269501)

17.109 SUPPORT OF READMOND/FRIENDSHIP PARK MANAGEMENT

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council in open meeting on September 10, 1995, authorizes the Tribal Chairman Frank Ettawageshik to make the appropriate arrangements and sign the resolution supporting the Readmond/Friendship Park Management Committee in their execution of stated duties.

(Source: TRIBAL RESOLUTION # 09109502)

17.110 SUPPORT FOR REAFFIRMATION OF THE BURT LAKE BAND OF OTTAWA AND CHIPPEWA INDIANS.

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians fully supports the reaffirmation of the status of the Burt Lake Band as a federally recognized Indian Tribe.

(Source: TRIBAL RESOLUTION # 01079601)

17.111 RECOGNITION OF WAUNETTA AND ROBERT DOMINIC

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians presents a medicine pouch to the family of Waunetta and Robert Dominic to acknowledge and express gratitude for their years of service to the Odawa/Ottawa people.

(Source: TRIBAL RESOLUTION # 10209601)

17.112 SUPPORT FOR THE MICHIGAN TUITION WAIVER

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians strongly supports the Michigan Indian tuition waiver program for all Indian students, be they young, old, full-time, part-time, academic, or vocational.

B. BE IT FURTHER RESOLVED that the Little Traverse Bay Bands of Odawa Indians staunchly opposes any trust land acquisitions in the Lower Peninsula for the Sault Ste. Marie Tribe and/or the Bay Mills Indian Community that could possibly be used for Gaming.

(Source: TRIBAL RESOLUTION # 03029701)

17.113 SUPPORT OF THE CASS LAKE-BENA HIGH SCHOOL NAME CHANGE COMMITTEE

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians ardently supports the efforts of the Cass Lake-Bena High School Name Change Committee to eliminate the use of the term “squaw” from the names of places, facilities, and general use.

(Source: TRIBAL RESOLUTION # 03089801)

17.114 SUPPORT OF MEMBERSHIP TO THE NATIVE AMERICAN FISH AND WILDLIFE SOCIETY (NAFWS)

A. THEREFOR E BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes the membership to the Native American Fish and Wildlife Society and to participate in the services provided by the organization and its staff.

(Source: TRIBAL RESOLUTION # 03229801)

17.115 BURT LAKE BAND ACKNOWLEDGEMENT

A. THEREFORE BE IT RESOLVED that the Little Bay Bands of Odawa Indians hereby seeks status as an interested party in the pending petition for acknowledgment of the Burt Lake Band for the purpose of submitting comments or evidence as appropriate and further requests the Branch of acknowledgment and research to keep the Little Traverse Bay Bands of Odawa Indians informed periodically of changes in the status of the petition, in deadlines as they are set, and whatever other general actions may be proposed or taken with respect to the petition of the Burt Lake Band.

(Source: TRIBAL RESOLUTION # 03079904)

17.116 SUPPORT OF THE LITTLE RIVER BANDS' REPATRIATION OF THE BATTLE POINT ANCESTORS

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians supports the Little River Band of Ottawa Indians' recovery and repatriation of the Battle Point site materials held by the University of Michigan.

(Source: TRIBAL RESOLUTION # 07119901)

17.117 ACKNOWLEDGMENT OF THE GRAND RIVER BANDS OF OTTAWA INDIANS

A. THEREFORE BE IT RESOLVED that:

1) The Little Traverse Bay Bands of Odawa Indians recognizes the Grand River Band of Ottawa Indians as a full-fledged tribal governmental entity;

2) The Little Traverse Bay Bands of Odawa Indians fervently supports the efforts of the Grand River Band to obtain federal acknowledgment.

(Source: TRIBAL RESOLUTION # 07119902)

17.118 PROTECTION OF THE GRAY WOLF AND ALL ENDANGERED SPECIES

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians supports the protection of the Gray Wolf and all know endangered species inhabiting the LTBB Reservation and 1836 Treaty ceded lands and waters, and encourages the LTBB Natural Resources Department to continue its efforts to document and identify these species to foster their preservation.

(Source: TRIBAL RESOLUTION # 05210001)

17.119 OPPOSITION TO SAULT TRIBE AND BAY MILLS GAMING EXPANSION INTO LOWER MICHIGAN.

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians staunchly opposes federal legislation that would allow the Sault Ste. Marie Tribe and/or the Bay Mills Indian Community to expand their gaming operations into the Lower Peninsula.

B. BE IT FURTHER RESOLVED that the Little Traverse Bay Bands of Odawa Indians staunchly opposes any trust land acquisitions in the Lower Peninsula for the Sault Ste. Marie Tribe and/or the Bay Mills Indian Community that could possibly be used for Gaming.

(Source: TRIBAL RESOLUTION # 02180102)

17.120 RESTORATION OF TRIBAL SOVEREIGNTY

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians urges the United States Congress to enact the legislation fully restoring the civil jurisdiction of Indian tribes over all persons and activities in their reservations.

(Source: TRIBAL RESOLUTION # 09090101)

17.121 OPPOSITION TO SOUTH FOX LAND EXCHANGE

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians registers its strong opposition to the proposed land exchange on South Fox Island.

B. BE IT FURTHER RESOLVED that it is the position of the Little Traverse Bay Bands of Odawa Indians that no land exchange can even be considered involving properties subject to the Indian Land Claims Limitation Act until the land claims on those properties are resolved.

(Source: TRIBAL RESOLUTION # 10210101)

Chapter Two. Land Matters

17.201 QUITCLAIM DEED

A. THEREFORE BE IT RESOLVED that the Tribe will transfer by quitclaim deed any interest it has in the alley between lots 32 and 33 to the Gaylord Diocese so the inter-governmental project can move forward. Provided, that the quitclaim deed shall contain a provision stating that in the event that the land is not transferred to Readmond Township and the public park developed as anticipated, any interest the Tribe may have shall revert to the Tribe.

(Source: TRIBAL RESOLUTION # 05059601)

17.202 REQUEST FOR TRUST ACQUISITION-OSBORN ROAD

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians requests that the Secretary of the Interior accept this parcel in trust for the Tribe.

(Source: TRIBAL RESOLUTION # 05199601)

17.203 REQUEST FOR TRUST ACQUISITION-OSBORN ROAD

A. THEREFORE BE IT RESOLVED that the Little Bay Bands of Odawa Indians requests that Secretary of the Interior accept this parcel in trust for the Tribe.

(Source: TRIBAL RESOLUTION # 05199602)

17.204 REQUEST FOR TRUST ACQUISITION-WAWATAM TOWNSHIP

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians requests that the Secretary of the Interior accept this parcel in trust for the Tribe.

(Source: TRIBAL RESOLUTION # 05199603)

17.205 REQUEST FOR TRUST ACQUISITION-HEYNIG ROAD

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians requests that the Secretary of the Interior accept this parcel in trust for the Tribe.

(Source: TRIBAL RESOLUTION # 05199604)

17.206 REQUEST FOR TRUST ACQUISITION-BEAVER ISLAND DOCK

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians requests that the Secretary of the Interior accept this parcel in trust for the Tribe.

(Source: TRIBAL RESOLUTION # 05199605)

17.207 REQUEST FOR TRUST ACQUISITION-MURRAY ROAD

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians requests that the Secretary of the Interior accept this parcel in trust for the Tribe.

(Source: TRIBAL RESOLUTION # 05199609)

17.208 REQUEST FOR TRUST ACQUISITION-WAA WAASH KESH

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians requests that the Secretary of the Interior accept this parcel in trust for the Tribe.

B. BE IT FURTHER RESOLVED that the Little Traverse Bay Bands of Odawa Indians certifies to the Department of the Interior that the deed restrictions will in no way interfere with its intended use of this parcel.

(Source: TRIBAL RESOLUTION # 06239602)

17.209 REQUEST FOR TRUST ACQUISITION-WILDERNESS BIO STATION

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians requests that the Secretary of the Interior accept this parcel in trust for the Tribe.

(Source: TRIBAL RESOLUTION # 08049601)

17.210 APPROVAL OF RESTORATION PLAN

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians adopts the attached Land Base Restoration Plan as presented at this meeting of the Tribal Council of August 4, 1996.

(Source: TRIBAL RESOLUTION # 08049602)

17.211 REQUEST FOR TRUST ACQUISITION-ST. MARTIN'S ISLAND

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians requests that the Secretary of Interior acquire this parcel in trust for the Tribe as part of the Tribe's reservation.

(Source: TRIBAL RESOLUTION # 11039601)

17.212 REQUEST FOR TRUST ACQUISITION-915 EMMET STREET

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians requests that the Secretary of the Interior accept this parcel in trust for the Tribe.

(Source: TRIBAL RESOLUTION # 04059802)

17.213 REQUEST FOR TRUST ACQUISITION-1345 US 31 (WHITE HOUSE)

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians requests that the Secretary of the Interior accept this parcel in trust for the Tribe.

(Source: TRIBAL RESOLUTION # 04059803)

17.214 REQUEST FOR TRUST ACQUISITION-VICTORIES PROPERTY

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians requests that the Secretary of the Interior accept this parcel in trust for the Tribe.

(Source: TRIBAL RESOLUTION # 10119802)

17.215 LAMKIN DRIVE PARKING POLICY

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians supports the prohibition of parking on Lamkin Road as soon as off-road parking is available, provided that special permits be available to park on Lamkin Road for one-time events, such as burials.

(Source: TRIBAL RESOLUTION # 12069802)

17.216 CHOICE OF FORUM REGARDING FIRST AMERICAN TITLE COMPANY

A. THEREFORE IT IS RESOLVED that the Tribe hereby warrants and represents to the Company that any action which the Tribe initiates arising under or in connection with any of the title insurance policies which the Company issues, as identified in the Property Schedule (the "Policies"), shall be commenced in the United States District Court for the Western District of Michigan, and solely for purposes of such action commenced by the Tribe, the Tribe consents to the jurisdiction of, and agrees to be bound in any such action under any of the Policies by a final un-appealable order or judgment entered by such District Court or by a final judgment of an appellate court as a result of an appeal from such order or judgment of such District Court.

B. IT IS FURTHER RESOLVED that Frank Ettawageshik, as Tribal Chairman, shall be and herby is authorized, empowered and directed, by and on behalf of the Tribe, to provide the Company with true and correct copies of any Notices published in the Federal Register with regard to the United States' acquisition of title to any parcel of real property which is insured under any of the policies.

(Source: TRIBAL RESOLUTION # 04119902)

17.217 CHOICE OF FORUM REGARDING FIRST AMERICAN TITLE COMPANY

A. THEREFORE BE IT RESOLVED that the Tribe hereby warrants and represents to the Company that any action which the Tribe initiates arising under or in connection with any of the title insurance policies which the Company issues, as identified in the Property Schedule (the "Policies"), shall be commenced in the United States District Court for the Western District of Michigan, and solely for purposes of such action commenced by the Tribe, the Tribe consents to the jurisdiction of, and agrees to be bound in any such action under any of the Policies by a final un-appealable order or judgment entered by such District Court or by a final judgment of an appellate court as a result of an appeal from such order or judgment of such District Court.

B. IT IS FURTHER RESOLVED that Frank Ettawageshik, as Tribal Chairman, shall be and herby is authorized, empowered and directed, by and on behalf of the Tribe, to provide the Company with true and correct copies of any Notices published in the Federal Register with regard to the United States' acquisition of title to any parcel of real property which is insured under any of the policies.

(Source: TRIBAL RESOLUTION # 05029901)

17.218 AUTHORIZATION FOR EXECUTION OF DEED

A. THEREFORE BE IT RESOLVED that Tribal Chairman Frank Ettawageshik, or his successor Chairman, is authorized to execute a deed for the parcel described above transferring title from the Tribe to the United States of America in trust for the Little Traverse Bay Bands of Odawa Indians.

(Source: TRIBAL RESOLUTION # 06299901)

17.219 AUTHORIZATION FOR EXECUTION OF DEEDS AND ESCROW OF TAXES

A. THEREFORE BE IT RESOLVED that Tribal Chairman Gerald V. Chingwa is authorized, on behalf of the Little Traverse Bay Bands of Odawa Indians, to execute deeds for the parcels described above transferring title from the Tribe to the United States of America in trust for the Little Traverse Bay Bands of Odawa Indians.

B. BE IT FURTHER RESOLVED that the Tribal Council authorizes Tribal Chairman Gerald V. Chingwa to execute escrow agreements with Northern Michigan Title to place funds in escrow sufficient to cover 1 ½ times the property taxes that would be due on the parcels for the year 2000 if the parcels were not placed in trust.

(Source: TRIBAL RESOLUTION # 04160004)

17.220 GRANT OF RIGHT-OF-WAY

A. THEREFORE BE IT RESOLVED by this Tribal Council in regular session assembled, that a grant of right-of-way for BIA road construction and improvements on the above parcel of land is hereby approved. A more clearly defined description will be prepared upon completion of the survey. Due to the overall benefits to the Tribe and its members derived from the road construction and improvements, compensation for granting of the right-of-way is hereby waived. The superintendent, Great Lakes Agency, is requested to prepare and recommend approval of the

right-of-way documents.

B. BE IT FURTHER RESOLVED that the Tribal Chairman and Secretary, or their duly delegated representatives, are hereby authorized to execute any documentation required concerning the project, for and on behalf of the Little Traverse Bay Bands of Odawa Indians.

(Source: TRIBAL RESOLUTION # 06040002)

17.221 REQUEST FOR TRUST ACQUISITION-ST. MARTIN'S ISLAND

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians requests that the Secretary of the Interior accept the above described parcel in trust for the Little Traverse Bay Bands of Odawa Indians.

(Source: TRIBAL RESOLUTION # 08200005)

17.222 AUTHORIZATION FOR THE EXECUTION OF DEEDS AND ESCROW OF TAXES

A. THEREFORE BE IT RESOLVED that Tribal Chairman Gerald V. Chingwa is authorized, by and on behalf of the Little Bay Bands of Odawa Indians, to execute deeds for the parcels described above transferring title from the Tribe to the United States of America in trust for the Little Traverse Bay Bands of Odawa Indians.

B. BE IT FURTHER RESOLVED that the Tribal Council authorizes Tribal Chairman Gerald V. Chingwa to execute tax escrow agreements with Northern Michigan Title to place funds in escrow sufficient to cover 1 ½ times the property taxes that would be due on the parcels for the year 2000.

(Source: TRIBAL RESOLUTION # 08200006)

17.223 REQUEST FOR TRUST ACQUISITION-NINE MILE POINT

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians requests that the Secretary of the Interior accept the above described parcel in trust for the Little Traverse Bay Bands of Odawa Indians.

(Source: TRIBAL RESOLUTION # 08200007)

17.224 CORA TRIBES' TRUST LANDS

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians requests that the Secretary of the Interior, under the authority of 25 U.S.C. § 465, hold the above described parcels in trust jointly for the Little Traverse Bay Bands of Odawa Indians and the four other named CORA member tribes. Tribal Chairman Gerald V. Chingwa, is authorized, and on behalf of LTBB, to execute any documents which may be necessary to complete this request.

(Source: TRIBAL RESOLUTION # 11050001)

17.225 GAMING ADMINISTRATION LEASE AUTHORIZATION

A. THEREFORE BE IT RESOLVED that Tribal Chairman Gerald V. Chingwa and Tribal Treasurer Alice Yellowbank are authorized on behalf of the Tribe to execute a lease agreement between the Tribe (Lessor) and Gaming Administration (Lessee) to rent the Spring Street property to the Gaming Administration for $14,000 per month under such other terms as mutually agreed upon by the parties.

B. BE IT FURTHER RESOLVED that the initial term of the lease shall be 12 months, after which time rent may be adjusted by mutual agreement of the Tribe and Gaming Administration.

(Source: TRIBAL RESOLUTION # 06030101)

17.226 LEASE, LEASEHOLD MORTGAGE AND LOAN AUTHORIZATION

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians, as lessor, and the Little Traverse Bay Bands of Odawa Indians Housing Commission, as lessee, are authorized to enter into a ground lease for Lot 1 of the village of Wah-Wahs-Noo-Da-Ke, as recorded in the Register of Deeds Office, Emmet County, Liber 14 of Plats, Pages 27-30, for a term of 25 years with a 25 year renewal option.

B. BE IT FURTHER RESOLVED that the Housing Commission is authorized to borrow $441,890 from USDA Rural Development and enter into a leasehold mortgage agreement with Rural Development to secure the loan.

C. BE IT FURTHER RESOLVED that the Chairs of the Tribal Council and Housing Commission are authorized to execute all documents necessary to effectuate the ground lease, leasehold mortgage and USDA loan.

(Source: TRIBAL RESOLUTION # 07220101)

17.227 EXECUTION OF DEED AND ESCROW OF TAXES

A. THEREFORE BE IT RESOLVED that Tribal Chairman Gerald V. Chingwa is authorized, by and on behalf of the Little Traverse Bay Bands of Odawa Indians, to execute a warranty deed for the parcel described above transferring title from the Tribe to the United States of America in trust for the Little Traverse Bay Bands of Odawa Indians.

B. BE IT FURTHER RESOLVED that the Tribal Council authorizes Tribal Chairman Gerald V. Chingwa to execute a tax escrow agreement with Corporate Title (formerly Northern Michigan Title) to place funds in escrow sufficient to cover 1 ½ times the property taxes that would be due annually on the parcel.

(Source: TRIBAL RESOLUTION # 11040102)

17.228 REQUEST FOR TRUST ACQUISITION-ODAWA CASINO RESORT

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians possesses clear title in fee to the following described parcel which it intends to transfer to the United States in trust for the

Tribe:

The following described premises situated in the Township of Resort, County of Emmet, State of Michigan, to wit:

The Southeast 1/4 of the Southeast 1/4 of Section 12, Township 34 North, Range 6 West.

B. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians requests that the Secretary of the Interior accept the above described parcel in trust for the Little Traverse Bay Bands of Odawa Indians.

(Source: TRIBAL RESOLUTION # 11180104)

17.229 REQUEST FOR TRUST ACQUISITION-ODAWA CASINO RESORT

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians possesses clear title in fee to the following described parcel which it intends to transfer to the United States in trust for the Tribe:

The following described premises situated in the Township of Resort, County of Emmet, State of Michigan, to wit:

The Northeast 1/4 of the Southeast 1/4 and the South one-half of the Northwest 1/4 of the Southeast 1/4, all in Section 12, Township 34 North, Range 6 West, **EXCEPT:** Commencing at the East 1/4 corner of Section 12, Township 34 North, Range 6 West, Resort Township, Emmet County, Michigan, thence South along the East line of said Section 12, for a distance of 427.29 feet; thence West 33.00 feet to the concrete monument on the West edge of Greenwood Cemetery Road, which is the point of beginning; thence West 217.00 feet to a concrete monument; thence South 160.00 feet to a concrete monument; thence East 217.00 feet to a concrete monument on the West edge of Greenwood Cemetery Road; thence North 160.00 feet to the point of beginning .

B. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians requests that the Secretary of the Interior accept the above described parcel in trust for the Little Traverse Bay Bands of Odawa Indians.

(Source: TRIBAL RESOLUTION # 11180105)

Chapter Three. Approved Negotiations with any other Government, Business or Individuals

17.301 AUTHORIZATION FOR EXECUTION OF LETTER OF AGREEMENT WITH NATIONAL PARK SERVICE

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes Tribal Chairman Frank Ettawageshik to execute the Agreement on behalf of the Tribe upon final approval of the Agreement by the Tribal Historic Preservation Officer and the Tribal Attorney.

(Source: TRIBAL RESOLUTION # 06219802)

17.302 GENERAL COUNSEL CONTRACT

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians hereby hires and designates Attorney as General Council to represent the Tribe and act on its behalf in all legal matters as directed by the Tribal Council, that the Bureau of Indian Affairs is requested to approve the retention of James A. Bransky, and that the Tribal Chairman is authorized to execute the attached contract between James A. Bransky and the Little Traverse Bay Bands of Odawa Indians.

B. BE IT FURTHER RESOLVED that the term of the contract shall be for three years commencing March 22, 2000 and ending March 22, 2003, and a fee of $115.00 per hour with a 150,000.00 per calendar year cap for fees, and a $40,000.00 per calendar year cap for expenses are approved, and funds are appropriated to cover the fees and expenses incurred under the contract.

C. BE IT FURTHER RESOLVED that this Resolution forms a part of the attached contract for the above purpose between James A. Bransky and the Little Traverse Bay Bands of Odawa Indians.

(Source: TRIBAL RESOLUTION # 0220003)

17.303 IMPLEMENTATION OF SECTION 184 LOAN GUARANTEE PROGRAM

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council approves participation of the Tribe in Section 184 Indian Housing Loan Guarantee Program and authorizes the Tribal Housing Department to make all certifications required to participate in such Program.

(Source: TRIBAL RESOLUTION # 07120001)

17.304 CHIPPEWA-OTTAWA RESOURCE AUTHORITY

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians approves the Chippewa-Ottawa Resource Authority (CORA) Charter as included in the August 7, 2000 Consent Decree.

B. BE IT FURTHER RESOLVED that the Little Traverse Bay Bands of Odawa Indians delegates to CORA the powers set forth in the Charter.

C. BE IT FURTHER RESOLVED that this Resolution repeals and replaces Resolution 12069803 or any other approval of earlier CORA charters.

(Source: TRIBAL RESOLUTION # 08200004)

17.305 APPROVAL OF MIDDLE VILLAGE PARK MANAGEMENT COMMITTEE AMENDED BYLAWS

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians approves the amended Middle Village Park Management Committee Bylaws as

approved by Friendship Township on April 2, 2001.

B. BE IT FURTHER RESOLVED that Tribal Chairman Gerald V. Chingwa is authorized to execute the amended Bylaws certification.

(Source: TRIBAL RESOLUTION # 08190103)

17.306 MOU WITH USFS

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians approves entering into the MOU between LTBB and USFS, and authorizes Tribal Chairman Gerald V. Chingwa, or in his absence Tribal Vice-Chairman George Anthony, to execute the MOU by and on behalf of LTBB.

B. BE IT FURTHER RESOLVED that LTBB will adopt the Model Off-Reservation National Forest Gathering Code and Tribal Self-Regulation Agreement to be appended to the MOU.

C. BE IT FURTHER RESOLVED that LTBB intends to enter into the USFS MOU in conjunction with the other CORA member tribes if agreement can be reached between the CORA tribes to do so by December 1, 2001. Otherwise, LTBB will proceed to enter into the MOU.

(Source: TRIBAL RESOLUTION # 10210103)

TITLE XVIII. POST-CONSTITUTION RESOLUTIONS

PART ONE

Chapter One. Funding Requests

18.101 REQUEST FOR FUNDING FROM THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS LAW ENFORCEMENT

DEPARTMENT, COPS FY 2008 TRIBAL RESOURCES GRANT PROGRAM

A. THEREFORE, BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the United States Department of Justice, Office of Community Oriented Policing Services, Tribal Resources Grant Program.

B. FURTHER RESOLVED, that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 060808-02)

18.102 U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION FOR CHILDREN AND FAMILIES, FUNDING FOR TRIBES UNDER TITLE IV-B OF THE SOCIAL SECURITY ACT, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS FY 2008 TITLE IV-B CHILD WELFARE SERVICES ALLOTMENT

A. THEREFORE, BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for the fiscal year 2009 LTBB allotment of funds from the U.S. Department of Health and Human Services, Administration for Children and Families for Title IV-B funding to provide child welfare services for the Little Traverse Bay Bands of Odawa Indians.

B. FURTHER RESOLVED, that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under this funding.

(Source: TRIBAL RESOLUTION # 060808-03)

18.103 REQUEST FOR FUNDING FROM U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES ADMINISTRATION FOR CHILDREN AND FAMILIES, ADMINISTRATION ON CHILDREN, YOUTH AND FAMILIES, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS CHILD CARE AND DEVELOPMENT FUND PROGRAM

A. THEREFORE, BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports the biennial plan and grant application to the U.S. Department of Health and Human Services, Administration on Children, Youth and Families for the period of October 1, 2008 to September 30, 2010 from the Child Care and Development Fund.

B. FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr. or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 060808-05)

18.104 REQUEST FOR FUNDING FROM THE BUREAU OF JUSTICE ASSISTANCE, OFFICE OF JUSTICE PROGRAMS, UNITED STATES DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL COMPETITIVE GRANT PROGRAM, CATEGORY III: ENHANCING LOCAL COURTS, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS FY 2008 CRIMINAL JUSTICE SYSTEM COLLABORATION ENHANCEMENT PROJECT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports the grant application to the Bureau of Justice Assistance for a 12-month LTBB FY 2008 Criminal Justice System Collaboration Enhancement Project.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, or Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive,

and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 060808-04)

18.105 U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, OFFICE OF NATIVE AMERICAN PROGRAMS, NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-DETERMINATION ACT (NAHASDA), LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS, INDIAN HOUSING BLOCK GRANT PROGRAM

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians supports the submission of the LTBB Annual Housing Plan to the U.S. Department of Housing and Urban Development for funding according to and in compliance with the requirements under NAHASDA on an annual basis for each year that funding is available.

B. BE IT FURTHER RESOLVED that the Tribal Chairman Frank Ettawageshik, Vice-Chairman William I. Denemy or Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to receive and administer funds allocated for LTBB's participation in the Program.

(Source: TRIBAL RESOLUTION # 060808-06)

18.106 REQUEST FOR FUNDING FROM: U. S. DEPARTMENT OF TRANSPORTATION, PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION, HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT PROGRAM, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS HAZARDOUS MATERIALS TRAINING GRANT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this application for funding from the U.S Department of Transportation, Pipeline and Hazardous Materials Safety Administration, for an LTBB Hazardous Materials Training grant.

B. BE IT FURTHER RESOLVED that the Tribal Chairman Frank Ettawageshik, Vice-

Chairman William I. Denemy or Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to receive and administer funds allocated for LTBB's participation in the Program.

(Source: TRIBAL RESOLUTION # 060808-07)

18.107 FUNDING RENEWAL FROM THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES INDIAN HEALTH SERVICE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS 2009 ANNUAL FUNDING AGREEMENT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes the renewal of contract No. 239-07-0018 with the Indian Health Service of the Annual Funding Agreement for the period January 1, 2009 – December 31, 2009.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Vice-Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 070608-01)

18.108 INTER-TRIBAL COUNCIL OF MICHIGAN, INC. APPLICATION FOR FUNDING: U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE OF COMMUNITY SERVICES LOW INCOME ENERGY ASSISTANCE PROGRAM

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes the Inter-Tribal Council of Michigan, Inc. to act on its behalf in contracting with the U.S. Department of Health and Human Services, Office of Community Services for the purpose of administering a Low Income Energy Assistance Program for fiscal year 2009.

BE IT FURTHER RESOLVED that LTBB authorizes the Executive Director of the Inter-Tribal Council of Michigan or his/her designee to negotiate and implement the financial award

on behalf of the member Tribes of the Inter-Tribal Council of Michigan, and also authorizes Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman to execute any documents needed for LTBB's participation in the program.

(Source: TRIBAL RESOLUTION # 070608-02)

18.109 FUNDING FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA), FOOD AND NUTRITION SERVICES, FY 2009 FOOD DISTRIBUTION PROGRAM ON INDIAN RESERVATIONS (FDPIR

A. THEREFORE, BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports the Plan of Operation and budget request to the United States Department of Agriculture, Food and Nutrition Service for fiscal year 2009 Little Traverse Bay Bands of Odawa Indians Food Distribution Program on Indian Reservations program.

B. FURTHER RESOLVED, that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under this funding.

(Source: TRIBAL RESOLUTION # 070608-03)

18.110 FUNDING FROM MICHIGAN INTER-TRIBAL COUNCIL, INC., MICHIGAN DEPARTMENT OF COMMUNITY HEALTH ELDERLY SUPPLEMENTAL CONTRACT LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS ELDERS' PROGRAM SUPPLEMENT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes the receipt of funds from the Inter-Tribal Council of Michigan, Inc. for supplemental Elders' program funding.

B. FURTHER RESOLVED, that LTBB authorizes the Executive Director of the Inter-

Tribal Council of Michigan or his/her designee to negotiate and implement the financial award on behalf of the member Tribes of the Inter-Tribal Council of Michigan, and also authorizes Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman to execute any documents needed for LTBB's participation in the program.

(Source: TRIBAL RESOLUTION # 070608-04)

18.111 INTER-TRIBAL COUNCIL OF MICHIGAN, INC. COLLABORATIVE AGREEMENT WITH THE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS FOR U.S. ENVIRONMENTAL PROTECTION AGENCY ENVIRONMENTAL HEALTH DURING PREGNANCY PROJECT

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians agrees to work collaboratively with Inter-Tribal Council of Michigan, Inc., to implement the Environmental Health During Pregnancy Project Environmental Protection Agency/EPA I.D. #CG-83373401 (CFDA # 66.609) within the Healthy Start Program.

B. BE IT FURTHER RESOLVED that LTBB authorizes the Executive Director of the Inter-Tribal Council of Michigan or his/her designee to negotiate and implement the financial award on behalf of the member Tribes of the Inter-Tribal Council of Michigan, and also authorizes Tribal Chairman Frank Ettawageshik, or Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman to execute any documents needed for LTBB's participation in the program.

(Source: TRIBAL RESOLUTION # 070608-05)

18.112 INTER-TRIBAL COUNCIL OF MICHIGAN, INC. APPLICATION FOR FUNDING: U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE OF COMMUNITY SERVICES COMMUNITY SERVICES BLOCK GRANT EMERGENCY ASSISTANCE PROGRAM

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes the Inter-Tribal Council of Michigan, Inc. to apply for the

Community Services Block Grant Fund from the Office of Community Services, United States Department of Health and Human Services for the fiscal year 2009.

B. BE IT FURTHER RESOLVED that the Little Traverse Bay Bands of Odawa Indians authorizes the Executive Director of the Inter-Tribal Council of Michigan or his/her designee to negotiate and implement the financial award on behalf of the member Tribes of the Inter-Tribal Council of Michigan, and also authorizes Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman to execute any documents needed for LTBB's participation in the program.

(Source: TRIBAL RESOLUTION # 070608-06)

18.113 APPROVAL TO SUBMIT: STATE OF MICHIGAN, DEPARTMENT OF HUMAN SERVICES, BUREAU OF JUVENILE JUSTICE COMMUNITY PROGRAMMING AND SUPPORT SERVICES, CHILD CARE FUND UNIT: LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS CHILD CARE FUND ANNUAL TRIBAL PLAN

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports the submission of an LTBB Annual Plan to the State of Michigan, Michigan Department of Human Services, Community Support Division Office for approval to participate in the Child Care Fund program.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, or Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 111608-01)

18.114 REQUEST FOR FUNDING FROM THE USDA RURAL DEVELOPMENT WATER AND ENVIRONMENTAL PROGRAMS LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS FISCAL YEAR 2009 SOLID WASTE MANAGEMENT GRANT PROGRAM

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the USDA for a FY 2009 Solid Waste Management Grant Program.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Tribal Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 120708-01)

18.115 REQUEST FOR FUNDING FROM THE NATIONAL ENDOWMENT FOR THE HUMANITIES, AMERICA'S HISTORICAL AND CULTURAL ORGANIZATIONS PLANNING GRANTS LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the National Endowment of the Humanities, America's Historical and Cultural Organizations Planning Grants to develop a library-based cultural and historical project that utilizes emerging technologies to deepen understanding of significant LTBB historical events, places and people.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, or Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTON # 120708-02)

18.116 CONTRACT RENEWAL WITH THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES INDIAN HEALTH SERVICE - SANITATION PROGRAM LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS WELL & SEPTIC SYSTEMS CONTRACT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay

Bands of Odawa Indians authorizes negotiations and entering into a contract with the Indian Health Service to use the open-market bidding process for any Indian Health construction projects now or in the future until the tribe specifically directs Indian Health Service otherwise.

B. BE IT FURTHER RESOLVED that the Tribal Chairman Frank Ettawageshik, Vice-Chairman William I. Denemy or Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to receive and administer funds allocated for LTBB's participation in the Program, including contract modifications.

(Source: TRIBAL RESOLUTION # 011109-01)

18.117 CHAMPIONS FOR HEALTHY KIDS

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supports the grant application to the General Mills Champions for Healthy Kids.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 011109-02)

18.118 REQUEST FOR FUNDING FROM THE INSTITUTE OF MUSEUM AND LIBRARY SERVICES, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS 2009 BASIC LIBRARY SERVICES GRANT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the Institute of Museum and Library Services for a 12-month LTBB Basic Library Services grant with education assessment option.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Tribal Vice

Chairman William I. Denemy, or Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 012509-01)

18.119 REQUEST FOR FUNDING FROM THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS, FY2009 CIRCLE OF FLIGHT PROJECT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the United States Department of the Interior, Bureau of Indian Affairs, for the Circle of Flight program to carry on the assessment, monitoring and management of species of cultural and traditional significance on the LTBB Reservation.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to receive and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 012509-02)

18.120 REQUEST FOR FUNDING FROM THE OFFICE OF JUSTICE PROGRAMS, UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS FISCAL YEAR 2009 ADULT DRUG COURT IMPLEMENTATION GRANT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, Drug Court Discretionary Grant Program, for a 3-year Odawa Adult Healing to Wellness Program implementation grant.

B. BE IT FURTHER RESOLVED the Little Traverse Bay Bands of Odawa Indians in requesting this funding agrees to provide 25 percent of the total budget as match and this match will be satisfied with either cash or in-kind services or a combination of both.

(Source: TRIBAL RESOLUTION # 012509-03)

18.121 REQUEST FOR FUNDING FROM THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES INDIAN HEALTH SERVICE TRIBAL MANAGEMENT GRANT PROGRAM LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS TRIBAL HEALTH MANAGEMENT PROJECT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the U.S. Department of Health and Human Services, Indian Health Service, for an LTBB Tribal Health Management Project under funding Priority III.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Vice-Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 012509-04)

18.122 REQUEST FOR FUNDING FROM THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS, FY2009 INVASIVE SPECIES PROJECT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the United States Department of the Interior, Bureau of Indian Affairs, for the Invasive Species program to conduct a base line Invasive Species Inventory for the LTBB Reservation.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from

the Tribal Chairman is authorized to execute any documents necessary to receive and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 012509-05)

18.123 REQUEST FOR CONTINUATION FUNDING FROM: U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES INDIAN HEALTH SERVICE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS FISCAL YEAR 2009 SPECIAL DIABETES PROGRAM FOR INDIANS

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for continued funding for the LTBB Special Diabetes Program.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to receive and administer funds under this non-competitive grant.

(Source: TRIBAL RESOLUTION # 012509-06)

18.124 REQUEST FOR FUNDING FROM THE N4A (NATIONAL ASSOCIATION OF AREA AGENCIES ON AGING) DIGITAL TV: KEEPING SENIORS CONNECTED CAMPAIGN "READY-TO-GO" AGENCIES LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS ELDERS' PROGRAM

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the n4a (National Association of Area Agencies on Aging), for participation in the DIGITAL TV: KEEPING SENIORS CONNECTED CAMPAIGN Grants for the grant period of February 1, 2009 to March 31, 2009.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, or Tribal Administrator Albert Colby Jr., or another designee

from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 020809-01)

18.125 REQUEST FOR FUNDING FROM THE BUREAU OF JUSTICE ASSISTANCE, OFFICE OF JUSTICE PROGRAMS, UNITED STATES DEPARTMENT OF JUSTICE FISCAL YEAR 2009 TRIBAL COURTS ASSISTANCE PROGRAM, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS FY 2009 TRIBAL COURT ASSISTANCE PROJECT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports the grant application to the Bureau of Justice Assistance for a 24-month LTBB Tribal Court Assistance Grant.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, or Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 020809-02)

18.126 REQUEST FOR FUNDING FROM FISKARS BRAND, INC. 2009 PROJECT ORANGE THUMB; LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS ORANGE THUMB GARDEN PROJECT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the Fiskars Brand, Inc. for a Little Traverse Bay Bands of Odawa Indians Project Orange Thumb.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, or Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 020809-03)

18.127 REQUEST FOR FUNDING FROM THE COCA-COLA COMPANY, NATIONAL RECYCLING COALITION BIN GRANT PROGRAM LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS FY 2009 COCA-COLA RECYCLING BIN GRANT PROGRAM

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the Coca-Cola Company National Recycling Coalition Bin Grant Program for a FY 2009 Coca-Cola Recycling Bin Grant.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Tribal Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 020809-04)

18.128 APPROVAL OF FY 2009 TRIBAL TRANSPORTATION IMPROVEMENT PROGRAM

A. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council approves the updated priorities and projects as indicated in the Long-Range Transportation plan until the plan's expiration;

B. BE IT FURTHER RESOLVED, that the Tribe's Chairperson is authorized to sign the documentation necessary to facilitate the Tribal Transportation program including but not limited to memorandums of agreements with local governments.

(Source: TRIBAL RESOLUTION # 022209-01)

18.129 REQUEST FOR FUNDING FROM U.S DEPARTMENT OF JUSTICE, OFFICE

OF JUSTICE PROGRAMS, OFFICE OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS FISCAL YEAR 2009 TRIBAL JUVENILE ACCOUNTABILITY DISCRETIONARY GRANTS PROGRAM

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the United States Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention Fiscal Year 2009 Tribal Juvenile Accountability Discretionary Grants Program for a three year project.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, or Tribal Administrator Albert Colby Jr. or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 022209-02)

18.130 REQUEST FOR FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE, OFFICE ON VIOLENCE AGAINST WOMEN LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS FY 2009 GRANTS TO INDIAN TRIBAL GOVERNMENTS AND SEXUAL ASSAULT SERVICES PROGRAM

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports the grant application to the United States Department of Justice, Office on Violence Against Women to further develop the capacity of the Tribe to meet the needs of women and children who are victims of domestic violence.

B. BE IT FURTHER RESOLVED the Little Traverse Bay Bands of Odawa Indians seeks to work in collaboration with an experienced non-profit, nongovernmental victim services provider organization in the local community for their expertise in helping Indian victims of domestic violence, dating violence, sexual assault, or stalking.

C. **FINALLY** that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, or Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 022209-03)

18.131 REQUEST FOR FUNDING FROM THE U.S DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE, NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION ACT PROGRAM (NAGPRA) LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS FISCAL YEAR 2009 REPATRIATION AND DOCUMENTATION GRANTS

A. **THEREFORE, BE IT RESOLVED** that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the National Park Service, National Native American Graves Protection and Repatriation Act Program for FY 2009 LTBB Documentation and Repatriation assistance grants.

B. **FINALLY BE IT RESOLVED,** that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 022209-04)

18.132 REQUEST FOR FUNDING FROM THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION FOR CHILDREN AND FAMILIES, ADMINISTRATION FOR NATIVE AMERICANS, NATIVE LANGUAGE PRESERVATION AND MAINTENANCE PROGRAM: LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS WAGANAKISING`NISHNAABEMOWIN IMPLEMENTATION PROJECT

A. **THEREFORE BE IT RESOLVED** that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the Department of

Health and Human Services, Administration for Children and Families, Administration for Native Americans under grant Category III, "Native Language Project Implementation," for a 36-month Waganakising`Nishnaabemowin Implementation Project.

B. BE IT FURTHER RESOLVED that the Little Traverse Bay Bands of Odawa Indians agrees to provide the required matching share of at least 20 percent of the total approved cost of the project with non-federal matching dollars.

C. FINALLY that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 022209-05)

18.133 REQUEST FOR FUNDING FROM THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS COPS FY 2009 TRIBAL RESOURCES GRANT PROGRAM

A. THEREFORE, BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the United States Department of Justice, Office of Community Oriented Policing Services, Tribal Resources Grant Program.

B. FURTHER RESOLVED, that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 032209-01)

18.134 REQUEST FOR FUNDING FROM THE ENVIRONMENTAL PROTECTION AGENCY, REGION 5 LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS

RESOURCE CONSERVATION CHALLENGE GRANT PROGRAM

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the EPA Region 5 Resource Conservation Challenge Grant Program.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Tribal Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 032209-02)

18.135 REQUEST FOR FUNDING FROM THE US DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS' SEX OFFENDER SENTENCING, MONITORING, APPREHENDING, REGISTERING, AND TRACKING (SMART) OFFICE;LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS SMART OFFICE FY 2009 SUPPORT FOR ADAM WALSH ACT IMPLEMENTATION GRANT PROGRAM

A. THEREFORE, BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this grant application to the Office of Justice Programs, U.S. Department of Justice for a Little Traverse Bay Bands of Odawa Indians SMART Office FY 2009 Support for Adam Walsh Act Implementation Grant Program.

B. FURTHER RESOLVED, that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 032209-03)

18.136 REQUEST FOR FUNDING FROM THE SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION CENTER FOR MENTAL HEALTH SERVICES LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS TRIBAL YOUTH

SUICIDE PREVENTION GRANT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports the grant application to the U.S. Substance Abuse and Mental Health Services Administration for the State/Tribal Youth Suicide Prevention Grant program.

B. FINALLY BE IT RESOLVED, that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 032209-04)

18.137 REQUEST FOR FUNDING FROM THE BUREAU OF INDIAN AFFAIRS LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS INLAND LAKE BATHYMETRIC MAPPING PROJECT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the Bureau of Indian Affairs for the Inland lake Bathymetric Mapping Project.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Tribal Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 032209-05)

18.138 REQUEST FOR FUNDING FROM THE ENVIRONMENTAL PROTECTION AGENCY LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS FISCAL YEAR 2009 TRIBAL SOLID WASTE MANAGEMENT ASSISTANCE PROJECT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the Environmental Protection Agency for a FY 2009 Tribal Solid Waste Management Assistance Project.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Tribal Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 040509-01)

18.139 REQUEST FOR FUNDING FROM THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS COPS FY 2009 HIRING RECOVERY PROGRAM

A. THEREFORE, BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the United States Department of Justice, Office of Community Oriented Policing Services, COPS Hiring Recovery Program.

B. FURTHER RESOLVED, that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 040509-02)

18.140 REQUEST FOR FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, OFFICE OF JUVENILE JUSTICE AND DELINQUENCY PREVENTION,FY 09 LOCAL YOUTH MENTORING INITIATIVE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS YOUTH MENTORING PROJECT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the U.S. Department of Justice, Office of justice Programs, Office of Juvenile Justice and Delinquency Prevention for a 4-year Youth Mentoring Initiative.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 041909-01)

18.141 REQUEST FOR FUNDING FROM THE DEPARTMENT OF COMMERCE, NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA), NATIONAL MARINE FISHERIES SERVICE, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS, FISHERIES ENHANCEMENT PROJECT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the U. S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), National Marine Fisheries Service, for the Habitat Conservation program to implement a Fisheries Enhancement Project.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to receive and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 041909-02)

18.142 REQUEST FOR FUNDING FROM THE U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS INDIAN HIGHWAY SAFETY

PROGRAM, NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS HIGHWAY SAFETY PROGRAM

A. THEREFORE BE IT RESOLVED the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this application to the United States Department of Interior, Bureau of Indian Affairs, Indian Highway Safety Program, through the National Highway Traffic Safety Administration for a Highway Safety Project.

A. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Vice Chairman Bill Denemy, or Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 041909-03)

18.143 REQUEST FOR FUNDING FROM THE AREA AGENCY ON AGING OF NORTHWEST MICHIGAN (AAANM), MICHIGAN OFFICE OF SERVICES TO THE AGING (OSA) FY 2010-2012 MULTI-YEAR AGING SERVICES CONTRACT, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS ELDERS' PROGRAM

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the Area Agency on Aging of Northwest Michigan, Office of Services to the Aging, for participation in the Fiscal Year 2010 Multi-Year Aging Services Contract for the grant period of October 1, 2009 to September 30, 2012.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, or Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 051709-02)

18.144 REQUEST FOR FUNDING FROM THE U.S. DEPARTMENT OF ENERGY NATIONAL ENERGY TECHNOLOGY LABORATORY RECOVERY ACT – ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANTS LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS FY 2009 ENERGY EFFICIENCY AND CONSERVATION PROJECT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the Department of Energy for a 36-month Recovery Act – Energy Efficiency and Conservation Block Grants Project.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Tribal Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 051709-03)

18.145 REQUEST FOR FUNDING FROM U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION FOR CHILDREN AND FAMILIES, FUNDING FOR TRIBES UNDER TITLE IV-E OF THE FOSTERING CONNECTIONS TO SUCCESS AND INCREASING ADOPTION ACT, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS FY 2009 TITLE IV-E PLAN DEVELOPMENT GRANTS

A. THEREFORE, BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the U.S. Department of Health and Human Services, Administration for Children and Families for FY 2009 Plan Development Grants to assist in the development of the Little Traverse Bay Bands of Odawa Indians Title IV-E Plan.

B. FURTHER RESOLVED, that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal

Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under this funding.

(Source: TRIBAL RESOLUTION # 051709-04)

18.146 REQUEST FOR FUNDING FROM THE MICHIGAN DEPARTMENT OF COMMUNITY HEALTH, OFFICE OF DRUG CONTROL POLICY (ODCP), FY 2010 GOVERNOR'S DISCRETIONARY GRANT, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS FY 2010 SAFE COMMUNITIES PROGRAM

A. THEREFORE, BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the Michigan Department of Community Health for a FY 2010 Governor's Discretionary Grant for a Little Traverse Bay Bands of Odawa Indians Safe Communities Project.

B. FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer the funds under the cooperative agreement.

(Source: TRIBAL RESOLUTION # 051709-05)

18.147 REQUEST FOR FUNDING FROM THE U.S. ENVIRONMENTAL PROTECTION AGENCY, FY 09 REGION 5 WETLAND PROGRAM DEVELOPMENT GRANTS, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS, WETLAND PROGRAM DEVELOPMENT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the U.S. Environmental Protection Agency for a 12-36 month LTBB Wetland Development Project.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, or Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive,

and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 051709-06)

18.148 FUNDING FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT RURAL HOUSING AND ECONOMIC DEVELOPMENT PROGRAM LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS INNOVATIVE HOUSING AND ECONOMIC DEVELOPMENT

JJ. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians supports this request for funding from the U.S. Department of Housing and Urban Development, Rural Housing and Economic Development Program for an LTBB Innovative Housing and Economic Development Project.

KK. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Tribal Vice Chairman William Denemy, or Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to receive and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 051709-07)

18.149 REQUEST FOR FUNDING FROM THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES INDIAN HEALTH SERVICE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS FY 08 AND FY 09 METHAMPHETAMINE AND SUICIDE PREVENTION INITIATIVE (MSPI) LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS METHAMPHETAMINE AND SUICIDE PREVENTION GRANT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports the grant application to the Indian Health Service for the FY 08 and FY 09 Methamphetamine and Suicide Prevention Initiative.

B. FINALLY BE IT RESOLVED, that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and

administer funds under the grant.

(Source: TRIBAL RESOLUTION # 061409-01)

18.150 FUNDING FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT NATIVE AMERICAN HOUSING BLOCK GRANT PROGRAM LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS NAHBG HOUSING PROJECT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians supports these requests for funding from the U.S. Department of Housing and Urban Development, Native American Housing Block Grant Program under both NAHASDA and under the American Recovery and Reinvestment Act of 2009 for two LTBB NAHBG Housing Projects.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Tribal Vice Chairman William I Denemy, or Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to receive and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 061409-02)

18.151 FUNDING FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FY 2009 INDIAN COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS PUBLIC FACILITIES PROJECT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians supports this request for funding from the U.S. Department of Housing and Urban Development, Indian Community Development Block Grant Program for an LTBB Public Facilities Project.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, or Tribal Administrator Albert Colby Jr., or another designee

from the Tribal Chairman is authorized to execute any documents necessary to receive and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 061409-03)

18.152 REQUEST FOR FUNDING FROM THE U.S. ENVIRONMENTAL PROTECTION AGENCY, UNDER SECTION 103 OF THE CLEAN AIR ACT, FY 2009 REGION 5 TRIBAL ENERGY PROJECT, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS, TRIBAL ENERGY PROJECT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the U.S. Environmental Protection Agency for a 7-month LTBB Tribal Energy Project.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, or Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 061409-04)

18.153 UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES INDIAN HEALTH SERVICE, OFFICE OF CLINICAL AND PREVENTIVE SERVICES, CHILDREN AND YOUTH PROJECTS, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS TRIBAL CHILDREN AND YOUTH PROJECT

A. THEREFORE, BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the United States Department of Health and Human Services, Indian Health Service, Office of Clinical and Preventive Services, for a Tribal Children and Youth Project under *Category II – Medium Project.*

B. FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal

Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 061409-05)

18.154 INTER-TRIBAL COUNCIL OF MICHIGAN, INC. FUNDING FROM: ADMINISTRATION FOR NATIVE AMERICANS (ANA) SOCIAL AND ECONOMIC DEVELOPMENT STRATEGIES - SEDS *IMPROVING ACCESS TO AND COORDINATION OF HEALTHY START SERVICES TO SAFE GUARD THE HEALTH AND WELL-BEING OF MICHIGAN'S NATIVE FAMILIES - HEALTHY START PROGRAM*

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians agrees to work collaboratively with the Inter-Tribal Council of Michigan, Inc., to implement the Healthy Start Initiative project from the Administration for Native Americans – Social and Economic Development Strategies that will seek to continue and maintain services to reduce infant mortality and improve the quality of life for Native American women of child bearing age and to expand the program to add an evaluation component to improve services.

B. BE IT FURTHER RESOLVED that LTBB authorizes the Executive Director of the Inter-Tribal Council of Michigan or his/her designee to negotiate and implement the financial award on behalf of the member Tribes of the Inter-Tribal Council of Michigan, and also authorizes Tribal Chairman Frank Ettawageshik, Tribal Vice Chairman William I. Denemy, or Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman to execute any documents needed for LTBB's participation in the program.

(Source: TRIBAL RESOLUTION # 071209-01)

18.155 REQUEST FOR FUNDING FROM THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES INDIAN HEALTH SERVICE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS METHAMPHETAMINE AND SUICIDE PREVENTION INITIATIVE (MSPI) FOR TRIBAL YOUTH LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS METHAMPHETAMINE AND SUICIDE PREVENTION FOR TRIBAL YOUTH GRANT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports the grant application to the Indian Health Service for the three-year Methamphetamine and Suicide Prevention Initiative for American Indian Youth grant program.

B. FINALLY BE IT RESOLVED, that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 071209-02)

18.156 REQUEST FOR FUNDING FROM THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES INDIAN HEALTH SERVICE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS FY 2009 IHS HEALTH PROMOTION / DISEASE PREVENTION GRANT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the Indian Health Service FY 2009 Health Promotion / Disease Prevention Grant Program.

B. BE IT FURTHER RESOLVED that the Tribal Chairman Frank Ettawageshik, Vice-Chairman William I Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 071209-03)

18.157 U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION FOR CHILDREN AND FAMILIES, FUNDING FOR TRIBES UNDER TITLE IV-B OF THE SOCIAL SECURITY ACT, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS FY 2010 TITLE IV-B CHILD WELFARE SERVICES ALLOTMENT

A. THEREFORE, BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for the fiscal year 2010 LTBB allotment of funds from the U.S. Department of Health and Human Services, Administration for Children and Families for Title IV-B funding to provide child welfare services for the Little Traverse Bay Bands of Odawa Indians.

B. FURTHER RESOLVED, that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under this funding.

(Source: TRIBAL RESOLUTION # 071209-04)

18.158 INTER-TRIBAL COUNCIL OF MICHIGAN, INC. APPLICATION FOR FUNDING: U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE OF COMMUNITY SERVICES LOW INCOME ENERGY ASSISTANCE PROGRAM

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes the Inter-Tribal Council of Michigan, Inc. to act on its behalf in contracting with the U.S. Department of Health and Human Services, Office of Community Services for the purpose of administering a Low Income Energy Assistance Program for fiscal year 2010.

B. BE IT FURTHER RESOLVED that LTBB authorizes the Executive Director of the Inter-Tribal Council of Michigan or his/her designee to negotiate and implement the financial award on behalf of the member Tribes of the Inter-Tribal Council of Michigan, and also authorizes Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman to execute any documents needed for LTBB's participation in the program.

(Source: TRIBAL RESOLUTION # 071209-05)

18.159 FUNDING FROM THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES, BEMIDJI AREA INDIAN HEALTH SERVICE, ARRA STIMULUS FUNDS FOR FISCAL YEAR 2009 TRIBAL MEDICAL EQUIPMENT FUNDS

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes acceptance of these funds from the U. S. Department of Health and Human Services, Bemidji Area Indian Health Service ARRA Stimulus Funds, of Tribal Medical Equipment Funds for the LTBB Health Program.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Tribal Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under this award.

(Source: TRIBAL RESOLUTION # 071209-06)

18.160 INTER-TRIBAL COUNCIL OF MICHIGAN, INC. APPLICATION FOR FUNDING: U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES OFFICE OF COMMUNITY SERVICES COMMUNITY SERVICES BLOCK GRANT EMERGENCY ASSISTANCE PROGRAM

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes the Inter-Tribal Council of Michigan, Inc. to apply for the Community Services Block Grant Fund from the Office of Community Services, United States Department of Health and Human Services for the fiscal year 2010.

B. BE IT FURTHER RESOLVED that the Little Traverse Bay Bands of Odawa Indians authorizes the Executive Director of the Inter-Tribal Council of Michigan or his/her designee to negotiate and implement the financial award on behalf of the member Tribes of the Inter-Tribal Council of Michigan, and also authorizes Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman to execute any documents needed for LTBB's participation in the program.

(Source: TRIBAL RESOLUTION # 071209-07)

18.161 DEPARTMENT OF HEALTH AND HUMAN SERVICES, INDIAN HEALTH SERVICE, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS IN COLLABORATION WITH THE INTER-TRIBAL COUNCIL OF MICHIGAN, INC. HEALTH PROMOTION AND DISEASE PREVENTION GRANT PROGRAM

A. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians hereby authorizes the Inter-Tribal Council of Michigan, Inc. to apply on its behalf in contracting with the Indian Health Service Health Promotion and Disease Prevention Program for the purpose of administering community based activities to reduce chronic disease for fiscal years 2009, 2010 and 2011.

B. FINALLY BE IT RESOLVED, that LTBB authorizes the Executive Director of the Inter-Tribal Council of Michigan or his/her designee to negotiate and implement the financial award on behalf of the member Tribes of the Inter-Tribal Council of Michigan, and also authorizes Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman to execute any documents needed for LTBB's participation in the program.

(Source: TRIBAL RESOLUTION # 072609-01)

18.162 FUNDING FROM THE USDA-CSREES, NORTH CENTRAL REGION (NCR) SUSTAINABLE AGRICULTURE RESEARCH AND EDUCATION (SARE) LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS SUSTAINABLE AGRICULTURE GRANT PROGRAM

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council supports the application for funding from the NCR-SARE Sustainable Agriculture Grant Project and agrees to work collaboratively with the Tribal Consortium and the Michigan Land Use Institute to implement the sustainable agriculture project.

B. BE IT FURTHER RESOLVED that LTBB authorizes the Executive Director of the Michigan Land Use Institute or his/her designee to negotiate and implement the financial award on behalf of the member Tribes of the consortium, and also authorizes Tribal Chairman Frank

Ettawageshik, Tribal Vice Chairman William I. Denemy, or Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman to execute any documents needed for LTBB's participation in the program.

(Source: TRIBAL RESOLUTION # 080909-04)

18.163 REQUEST FOR FUNDING FROM THE UNITED STATES FISH AND WILDLIFE SERVICE, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS NATURAL RESOURCES DEPARTMENT 2010 TRIBAL WILDLIFE GRANT

A. THEREFORE, BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this grant application to the U.S. Fish and Wildlife Service for a Little Traverse Bay Bands of Odawa Indians 2010 Tribal Wildlife Grant.

B. FURTHER RESOLVED, that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 080909-05)

18.164 FUNDING RENEWAL FROM THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES INDIAN HEALTH SERVICE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS 2010 ANNUAL FUNDING AGREEMENT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes the renewal of contract No. 239-09-0009 with the Indian Health Service of the Annual Funding Agreement for the period beginning January 1, 2010.

B. BE IT FURTHER RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians hereby provides notice to the Indian Health Service of our intent to negotiate and contract with the Bemidji Area Office for the administrative functions of the Department of Health and Human Services that support the delivery of services to Indians, including the administrative activities at the Area and Headquarters levels, that are supportive of,

but not included as part of, the service delivery programs already contracted under the Indian Health Services Contract No. 239-09-0009;

C. BE IT FURTHER RESOLVED The authorities granted herein shall be effective until such time as the Tribal Governing Body takes further action by resolution;

D. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Vice-Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 080909-06)

18.165 INTER-TRIBAL COUNCIL OF MICHIGAN, INC. FUNDING FROM: U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES, CENTERS FOR DISEASE CONTROL LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS REACH US PROGRAM

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding for the LTBB REACH US Program.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to receive and administer funds under this non-competitive grant.

(Source: TRIBAL RESOLUTION # 080909-07)

18.166 APPROVAL FOR GRANT AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF COMMUNITY HEALTH AND THE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS - PUBLIC HEALTH PREPAREDNESS AND RESPONSE FOR BIOTERRORISM

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this agreement for funding with the Michigan Department of Community Health for Public Health Preparedness and Response for Bioterrorism.

B. BE IT FURTHER RESOLVED that the Tribal Chairman Ken Harrington, Vice-Chairman Dexter McNamara or Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to receive and administer funds allocated for LTBB's participation in the Program.

(Source: TRIBAL RESOLUTION # 091309-01)

18.167 REQUEST FOR FUNDING FROM THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS WATER RESOURCES PROGRAM FUNDING LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS NATURAL RESOURCES DEPARTMENT MAPLE RIVER MANAGEMENT PROJECT

A. THEREFORE, BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this grant application to the Bureau of Indian Affairs for a Little Traverse Bay Bands of Odawa Indians Water Resource Management/Planning/Pre-development grant for FY 2010.

B. FURTHER RESOLVED, that Tribal Chairman Ken Harrington, Vice Chairman Dexter McNamara, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 091309-02)

18.168 REQUEST FOR FUNDING FROM THE NATIONAL ENDOWMENT FOR THE HUMANITIES, SUSTAINING CULTURAL HERITAGE COLLECTIONS,LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS SUSTAINING CULTURAL HERITAGE COLLECTION IMPLEMENTATION GRANT

A. THEREFORE, BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the National Endowment for the Humanities Sustaining Cultural Heritage Collections for the LTBB Sustaining Cultural Heritage Collection Implementation Grant.

B. FINALLY BE IT RESOLVED, that Tribal Chairperson Ken Harrington, Vice Chairperson Dexter McNamara, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairperson is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 092709-02)

18.169 REQUEST FOR FUNDING FROM THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES INDIAN HEALTH SERVICE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS FY 2010 IHS ORAL HEALTH PROMOTION / DISEASE PREVENTION GRANT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the Indian Health Service FY 2010 Oral Health Promotion / Disease Prevention Grant Program.

B. BE IT FURTHER RESOLVED that the Tribal Chairperson Ken Harrington, Vice-Chairperson Dexter McNamara, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairperson is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 092709-03)

18.170 REQUEST FOR FUNDING FROM THE U.S. ENVIRONMENTAL PROTECTION AGENCY, UNDER SECTION 103 OF THE CLEAN AIR ACT, FY 2010 REGION 5 TRIBAL AIR GRANTS, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS, CLEAN AIR PROGRAM

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the U.S. Environmental Protection Agency for a 12-month LTBB Clean Air Act Program.

B. BE IT FURTHER RESOLVED that Tribal Chairman Ken Harrington, Vice Chairman Dexter McNamara, or Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 102509-01)

18.171 FUNDING FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA), FOOD AND NUTRITION SERVICES, FOOD DISTRIBUTION PROGRAM ON INDIAN RESERVATIONS (FDPIR)

A. THEREFORE, BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports the Plan of Operation and budget request to the United States Department of Agriculture, Food and Nutrition Service for fiscal year 2010 Little Traverse Bay Bands of Odawa Indians Food Distribution Program on Indian Reservations.

B. FURTHER RESOLVED, that Tribal Chairman Ken Harrington, Vice Chairman Dexter McNamara, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under this funding.

(Source: TRIBAL RESOLUTION # 110809-02)

18.172 INTER-TRIBAL COUNCIL OF MICHIGAN, INC. APPLICATION FOR FUNDING: U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES, CENTERS FOR DISEASE CONTROL AND PREVENTION AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009: COMMUNITIES PUTTING PREVENTION TO WORK

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding for the LTBB

Communities Putting Prevention to Work grant.

B. BE IT FURTHER RESOLVED that Tribal Chairman Ken Harrington, Vice Chairman Dexter McNamara, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to receive and administer funds under this grant.

(Source: TRIBAL RESOLUTION # 122009-01)

18.173 REQUEST FOR FUNDING FROM THE USDA RURAL DEVELOPMENT WATER AND ENVIRONMENTAL PROGRAMS LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS FISCAL YEAR 2010 SOLID WASTE MANAGEMENT GRANT PROGRAM

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the USDA for a FY 2010 Solid Waste Management Grant Program.

B. BE IT FURTHER RESOLVED that Tribal Chairman Ken Harrington, Tribal Vice Chairman Dexter McNamara, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 122009-02)

18.174 REQUEST FOR FUNDING THROUGH THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) GREAT LAKES RESTORATION INITIATIVE PROJECTS (GLRI) LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS LTBB GLRI BEAR RIVER PROJECT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the U.S. Environmental Protection Agency for Great Lakes Restoration Initiative Projects under the Habitat and Wildlife Protection and Restoration Focus Area, Restoring Great Lakes Habitats Program

Activity to implement the LTBB GLRI Bear River Project.

B. FURTHER RESOLVED, that Tribal Chairman Ken Harrington, Vice Chairman Dexter McNamara, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under this grant.

(Source: TRIBAL RESOLUTION # 011010-10)

18.175 REQUEST FOR FUNDING THROUGH THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) GREAT LAKES RESTORATION INITIATIVE PROJECTS (GLRI)LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS LTBB GLRI BOAT WASHING STATIONS PROJECT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the U.S. Environmental Protection Agency for Great Lakes Restoration Initiative Projects under the Invasive Species Focus Area, Invasive Species Prevention and Control Grant Program for the LTBB GLRI Boat Washing Stations Project.

B. FURTHER RESOLVED, that Tribal Chairman Ken Harrington, Vice Chairman Dexter McNamara, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under this grant.

(Source: TRIBAL RESOLUTION # 011010-02)

18.176 REQUEST FOR FUNDING FROM THE INSTITUTE OF MUSEUM AND LIBRARY SERVICES, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS 2010 BASIC LIBRARY SERVICES GRANT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the Institute of Museum and Library Services for a 12-month LTBB Basic Library Services grant with education

assessment option.

B. BE IT FURTHER RESOLVED that Tribal Chairman Ken Harrington, Tribal Vice Chairman Dexter McNamara, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 011010-03)

18.177 REQUEST FOR FUNDING FROM THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGION 5, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS SUPPORT AGENCY COOPERATIVE AGREEMENT (SACA) GRANT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the U.S. Environmental Protection Agency, Region 5, for a Support Agency Cooperative Agreement grant.

B. BE IT FURTHER RESOLVED that Tribal Chairman Ken Harrington, Tribal Vice Chairman Dexter McNamara, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 011010-04)

18.178 CONTRACT RENEWAL WITH THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES INDIAN HEALTH SERVICE - SANITATION PROGRAM LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS WELL & SEPTIC SYSTEMS CONTRACT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes negotiations and entering into a contract with the Indian Health Service to use the open-market bidding process for any Indian Health construction projects now or in the future, including ARRA projects, until the Tribe specifically directs Indian Health Service otherwise.

B. BE IT FURTHER RESOLVED that Tribal Chairman Ken Harrington, Tribal Vice Chairman Dexter McNamara, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 011010-06)

18.179 REQUEST FOR FUNDING FROM THE UNITED STATES FISH AND WILDLIFE SERVICE, GREAT LAKES FISH AND WILDLIFE RESTORATION ACT LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS NATURAL RESOURCES DEPARTMENT 2010 MICHIGAN WALLEYE JOINT STUDY

A. THEREFORE, BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this grant application to the U.S. Fish and Wildlife Service for a Little Traverse Bay Bands of Odawa Indians NRD 2010 Michigan Walleye Joint Study Proposal.

B. BE IT FURTHER RESOLVED that Tribal Chairman Ken Harrington, Tribal Vice Chairman Dexter McNamara, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 011010-07)

18.180 REQUEST FOR FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE, OFFICE ON VIOLENCE AGAINST WOMEN FY 2010 RURAL SEXUAL ASSAULT, DOMESTIC VIOLENCE, DATING VIOLENCE AND STALKING ASSISTANCE PROGRAM LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS FY 10 OVW RURAL ASSISTANCE PROGRAM

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports the grant application to the United States Department of Justice, Office on Violence Against Women to further develop the capacity of the

Tribe to meet the needs of women and children who are victims of sexual assault, domestic violence, dating violence, and stalking.

B. BE IT FURTHER RESOLVED the Little Traverse Bay Bands of Odawa Indians seeks to work in collaboration with an experienced non-profit, nongovernmental Indian victim services provider organization in the local community for their expertise in helping victims of domestic violence, dating violence, sexual assault, or stalking.

C. FINALLY BE IT RESOLVED that Tribal Chairman Ken Harrington, Vice Chairman Dexter McNamara, or Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 012410-02)

18.181 REQUEST FOR FUNDING FROM PREVENTION NETWORK LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS YOUTH LEADERSHIP PROJECT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the Prevention Network Foundation for a 6-month youth leadership grant for the prevention of underage drinking.

B. BE IT FURTHER RESOLVED that Tribal Chairman Ken Harrington, Vice Chairman Dexter McNamara, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 012410-03)

18.182 REQUEST FOR FUNDING FROM THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS, FY2010 CIRCLE OF FLIGHT PROJECT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay

Bands of Odawa Indians authorizes and supports this request for funding from the United States Department of the Interior, Bureau of Indian Affairs, for the Circle of Flight program to carry on the assessment, monitoring and management of species of cultural and traditional significance on the LTBB Reservation.

B. BE IT FURTHER RESOLVED that Tribal Chairman Ken Harrington, Vice Chairman Dexter McNamara, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to receive and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 012410-04)

18.183 REQUEST FOR FUNDING FROM THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF INDIAN AFFAIRS, GREAT LAKES RESTORATION INITIATIVE (GLRI) LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS, FY2010 BIA GLRI PROJECT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the United States Department of the Interior, Bureau of Indian Affairs, for the FY 2010 BIA GLRI Project.

B. BE IT FURTHER RESOLVED that Tribal Chairman Ken Harrington, Vice Chairman Dexter McNamara, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to receive and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 012410-05)

18.184 REQUEST FOR FUNDING THROUGH THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) GREAT LAKES RESTORATION INITIATIVE PROJECTS (GLRI) LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS LTBB GLRI BEAVER ISLAND ARCHIPELAGO WETLANDS PROJECT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay

Bands of Odawa Indians authorizes and supports this request for funding from the U.S. Environmental Protection Agency for Great Lakes Restoration Initiative Projects under the Habitat and Wildlife Protection and Restoration Focus Area, Monitoring Great Lakes Coastal Wetlands Program Activity to implement the LTBB Reservation Wetlands / Beaver Island Archipelago Project.

B. FURTHER RESOLVED, that Tribal Chairman Ken Harrington, Vice Chairman Dexter McNamara, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under this grant.

(Source: TRIBAL RESOLUTION # 012410-07)

18.185 REQUEST FOR FUNDING FROM: U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES INDIAN HEALTH SERVICE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS FISCAL YEAR 2010 SPECIAL DIABETES PROGRAM FOR INDIANS

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding for the LTBB Special Diabetes Program.

B. BE IT FURTHER RESOLVED that Tribal Chairman Ken Harrington, Vice Chairman Dexter McNamara, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to receive and administer funds under this non-competitive grant.

(Source: TRIBAL RESOLUTION # 030710-04)

18.186 REQUEST FOR FUNDING FROM THE SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION, CENTER FOR SUBSTANCE ABUSE PREVENTION LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS, STRATEGIC PREVENTION FRAMEWORK STATE INCENTIVE GRANT PROGRAM SPRING PROJECT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports the annual submission of continuation grant applications for fiscal years 2010 – 2014 to the U.S. Substance Abuse and Mental Health Services Administration for the Strategic Prevention Framework State Incentive Grant to implement the SPRING Project.

B. FINALLY BE IT RESOLVED, that Tribal Chairman Ken Harrington, Vice Chairman Dexter McNamara, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 030710-05)

18.187 FUNDING FROM NORTHERN MICHIGAN REGIONAL HOSPITAL: BLUE CROSS BLUE SHIELD OF MICHIGAN FOUNDATION LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS "CHI-NENDIMOK ODAWAK EZHI-NGODWEWAANGIZWAD JIIBAAKWEGAMGOONG" (A HAPPY ODAWA FAMILY KITCHEN

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes the receipt of funds from the Northern Michigan Regional Hospital for program funding to implement the project, "Chi-nendimok Odawak Ezhi-ngodwewaangizwad Jiibaakwegamgoong," or "A Happy Odawa Family Kitchen."

B. BE IT FURTHER RESOLVED that Tribal Chairman Ken Harrington, Tribal Vice Chairman Dexter McNamara, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 030710-06)

18.188 REQUEST FOR FUNDING THROUGH THE U.S. FISH AND WILDLIFE SERVICE (USFWS) GREAT LAKES RESTORATION INITIATIVE (GLRI) GREAT

LAKES BASIN FISH HABITAT PARTNERSHIP LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS MAPLE RIVER ASSESSMENT AND BASELINE INVENTORY REPORT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the USFWS funding through GLRI for Great Lakes Basin Fish Habitat Partnership Projects to implement the LTBB Maple River Assessment and Baseline Inventory Report Project.

B. FURTHER RESOLVED, that Tribal Chairman Ken Harrington, Vice Chairman Dexter McNamara, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under this grant.

(Source: TRIBAL RESOLUTION # 030710-07)

18.189 U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES, SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION, CENTER FOR SUBSTANCE ABUSE TREATMENT: INTER-TRIBAL COUNCIL OF MICHIGAN, INC. APPLICATION FOR: *ACCESS TO RECOVERY GRANT*

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians join the Inter-Tribal Council of Michigan, Inc., as a service provider in the Anishnaabek Access To Recovery (ATR) Network. In furtherance of the role of ATR service provider, the Little Traverse Bay Bands of Odawa Indians will: 1) function as a regional client access and assessment center for the ATR; 2) function as a provider of clinical treatment and recovery support services; and 3) agree to all data collection, reporting, and provider requirements as defined by the Center for Substance Abuse Treatment, as these requirements are developed by Inter-Tribal Council.

(Source: TRIBAL RESOLUTION # 030710-08)

18.190 FUNDING RENEWAL FROM THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES INDIAN HEALTH SERVICE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS ANNUAL FUNDING AGREEMENT

A. **THEREFORE BE IT RESOLVED** that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes the renewal of contract No. 239-10-0009 with the Indian Health Service of the Annual Funding Agreement for the period beginning January 1, 2011.

B. **BE IT FURTHER RESOLVED** that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians hereby provides notice to the Indian Health Service of our intent to negotiate and contract with the Bemidji Area Office for the administrative functions of the Department of Health and Human Services that support the delivery of services to Indians, including the administrative activities at the Area and Headquarters levels, that are supportive of, but not included as part of, the service delivery programs already contracted under the Indian Health Services Contract No. 239-10-0009;

C. **BE IT FURTHER RESOLVED** the authorities granted herein shall be effective until such time as the Tribal Governing Body takes further action by resolution;

D. **FURTHER RESOLVED,** that the LTBB Tribal Chairman, Vice Chairman, Tribal Administrator, or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the annual funding agreement.

(Source: TRIBAL RESOLUTION # 091910-01)

18.191 FUNDING RENEWAL FROM THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES INDIAN HEALTH SERVICE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS ANNUAL FUNDING AGREEMENT

A. **THEREFORE BE IT RESOLVED** that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes the renewal of contract No. 239-10-0009 with the Indian Health Service of the Annual Funding Agreement for the period beginning January 1, 2011.

B. **BE IT FURTHER RESOLVED** that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians hereby provides notice to the Indian Health Service of our intent to negotiate and contract with the Bemidji Area Office for the administrative functions of the

Department of Health and Human Services that support the delivery of services to Indians, including the administrative activities at the Area and Headquarters levels, that are supportive of, but not included as part of, the service delivery programs already contracted under the Indian Health Services Contract No. 239-10-0009;

C. BE IT FURTHER RESOLVED the authorities granted herein shall be effective until such time as the Tribal Governing Body takes further action by resolution;

D. FURTHER RESOLVED, that the LTBB Tribal Chairman, Vice Chairman, Tribal Administrator, or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the annual funding agreement.

(Source: TRIBAL RESOLUTION # 091910-02)

18.192 FUNDING FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FY 2010 INDIAN COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS COMMUNITY FACILITIES MUSEUM PROJECT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians supports this request for funding from the U.S. Department of Housing and Urban Development, Indian Community Development Block Grant Program for an LTBB Community Facilities Project.

B. BE IT FURTHER RESOLVED that the LTBB Tribal Chairman, Vice Chairman, or Tribal Administrator, or another designee from the Tribal Chairman is authorized to execute any documents necessary to receive and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 101010-01)

18.193 UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF INDIAN AFFAIRS AUTHORIZATION FOR P.L. 93-638 CONTRACT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians approves and supports for a period of five years (January 1, 2011 to December 31, 2015) the annual consolidated mature contract with the Bureau of Indian Affairs for annual funding to implement the Tribe's statement of work.

B. BE IT FURTHER RESOLVED that the LTBB Tribal Chairman, Vice Chairman, Tribal Administrator, or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the contract.

(Source: TRIBAL RESOLUTION # 010911-01

18.194 REQUEST FOR FUNDING FROM THE ADMINISTRATION FOR CHILDREN AND FAMILIES, ADMINISTRATION FOR NATIVE AMERICANS, NATIVE AMERICAN LANGUAGE PRESERVATION AND MAINTENANCE, LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS WAGANAKISING COMMUNITY LANGUAGE IMPLEMENTATION PROJECT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports this request for funding from the Department of Health and Human Services, Administration for Children and Families, Administration for Native Americans Native American Language Preservation and Maintenance Grant for a 36-month Waganakising Community Language Implementation Project.

B. BE IT FURTHER RESOLVED that the Little Traverse Bay Bands of Odawa Indians agrees to provide the required matching share of at least 20 percent of the total approved cost of the project with non-federal matching dollars.

C. FINALLY BE IT RESOLVED that the LTBB Tribal Chairman, Vice Chairman, Tribal Administrator, or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 022011-01)

18.195 SUPPLEMENTAL FUNDING IN THE AMOUNT OF $650,000 FOR CLOSING

COSTS FOR THE LOAN FINANCING OF ODAWA CASINO RESORT

A. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves supplemental funding to the Legislative Branch in the amount of $650,000.00 for Odawa Casino Resort loan financing closing costs to come from prior period funds.

B. FURTHER BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

C. FINALLY BE IT RESOLVED upon the closing of the loan and receiving the reimbursement from the loan for the legal and financial fees and expenses, the Executive and/or Legislative shall deposit the funds into the prior period fund account.

(Source: TRIBAL RESOLUTION #011914-03)

18.196 SUPPLEMENTAL FUNDING IN THE AMOUNT OF $1,300,000 TO ADDRESS FY 2014 HEALTH SERVICE BUDGET SHORTFALLS

THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding to Min-A-Mskiki Gumik in the amount of $1,300,000 with funding to come from prior period funds.

(Source: TRIBAL RESOLUTION #021614-02)

18.197 SUPPLEMENTAL FUNDING IN THE AMOUNT OF $5.000.00 FOR DONATION TO MICHIGAN INDIAN EMPLOYMENT TRAINING SERVICE

A. WHEREAS, The Appropriations and Finance Committee passed a motion at its regularly scheduled meeting held July 15, 2014 to recommend to the Tribal Council an approval of supplemental funding in the amount of $5000 to the donations line item 1501-2-6330-02;

B. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding in the amount of $5,000 with funding to come from prior period funds for purpose of donation to MIETS.

(Source: TRIBAL RESOLUTION #072014-01)

18.198 SUPPLEMENTAL FUNDING IN THE AMOUNT OF $350,000.00 FOR THE LEGISLATIVE BRANCH FY14 BUDGET FOR THE PURCHASE OF FOUR LOTS IN HARBOR SPRINGS, INDIANTOWN

A. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding to the Legislative Branch in the amount of $350,000 for the purchase of parcel 79, consisting of four lots on Second Street in Harbor Spring, known as "Indian Town, with funding to come from prior period funds.

B. FURTHER BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #072014-02)

18.199 SUPPLEMENTAL FUNDING IN THE AMOUNT NOT TO EXCEED $1,400.00 FOR REHMANN SERVICES TO COME FROM PRIOR PERIOD FUNDS

A. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding to the Legislative Branch in the amount of $1,400.00 for Rehmann Services with funding to come from prior period funds.

B. FURTHER BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #080714-01)

18.200 SUPPLEMENTAL FUNDING IN THE AMOUNT OF $206.25 FOR REHMANN SERVICES

A. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding to the Legislative Branch in the amount of $206.25 for Rehmann Services with funding to come from prior period funds.

B. FURTHER BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #082114-01)

PART TWO

18.200(a) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $75,000.00 FOR BURIAL PROGRAM

A. WHEREAS, In accordance with Waganakising Odawak Statute 2008-004 Process for Appropriations of Supplemental Funding, the Appropriations and Finance Committee reviewed information for WOS 2008-003; and

B. WHEREAS, The Appropriations and Finance Committee passed a motion at its regularly scheduled meeting held August 20th, 2014 to recommend to the Tribal Council an approval of supplemental funding in the amount of $75,000.00 to the Burial Program fund line item 1202-2-6340-22 now

C. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding in the amount of $75,000 with funding to come from prior period funds for purpose of funding the Burial Program.

(Source: TRIBAL RESOLUTION #082114-03)

18.200(b) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $12,000.00, AND AUTHORIZATION FOR LEGAL SERVICES ENGAGEMENT OF DRUMMOND WOODSUM FOR THE DEVELOPMENT OF A DRAFT TRIBAL GOVERNMENTAL PERSONNEL POLICY HANDBOOK

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians recognizes the need for expert services in reviewing personnel policies and procedures for employees of the tribal government;

B. **WHEREAS** Little Traverse Bay Bands of Odawa Indians seeks to engage Drummond Woodsum for legal services to review existing governmental handbooks and applicable laws, draft a consolidated employee handbook applicable to all governmental employees for review, in accordance with the Standard Terms of Engagement.

C. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding to the Legislative Branch in the amount of $12,000 funding to come from prior period funds.

D. **FURTHER BE IT RESOLVED** that in accordance with the appropriation, Tribal Council approves the attached Standard Terms of Engagement and authorizes the Legislative Leader to sign such.

E. **FINALLY BE IT RESOLVED** that the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #092514-01)

18.200(c) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $31,000.00 FOR NETWORK SECURITY ASSESSMENT

A. **WHEREAS** the Gaming Regulatory Department is charged with the proper regulation of gamming, and needs funds to conduct a Network Security Assessment to ensure the security of computer and or other electronic networking against unauthorized access; and

B. **WHEREAS** in accordance with Waganakising Odawak Statute 2008-004 Process for Appropriations of Supplemental Funding, the Appropriations and Finance Committee reviewed information concerning this need; and

C. **WHEREAS** the Appropriations and Finance Committee passed a motion to recommend to the Tribal Council an approval of supplemental funding in the amount of $31,000 to Gaming Regulatory Budget to fund line item 1705-0-6020-24;

D. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding in the amount of $31,000 with funding to come from prior period funds for purpose of funding the Network Security Test.

(Source: TRIBAL RESOLUTION #102314-01)

18.200(d) SUPPLEMENTAL APPROPRIATION TO INCREASE 2014 PER CAPITA DISTRIBUTION PAYMENTS

A. **WHEREAS** the Tribal Council budgeted $2,302,300 for the Tribal Per Capita distribution in FY 2014, which would provide a distribution of $500.00 per Tribal Citizen; and

B. **WHEREAS** the Tribal Per Capita distribution has been previously supplemented by Tribal Council to increase the distribution payment to $599 per Tribal Citizen in 2012 and 2013; and

C. **WHEREAS** the Executive has submitted a supplemental request to the Appropriations and Finance Committee to increase the Per Capita distribution to $599.00 per Tribal Citizen for FY 2014; and

D. **WHEREAS** in accordance with Waganakising Odawak Statute 2008-004 (Process for Appropriations of Supplemental Funding), the Executive Branch has expressed support and recommends that Tribal Council approve this supplemental request for the purpose of increasing Per Capita distribution payments for FY 2014; now

E. **THEREFORE BE IT RESOLVED** that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians hereby authorizes and appropriates an additional sum of $448,000 to the allocation for Per Capita distributions for FY 2014, with funds to come from prior year

funds;

F. BE IT FURTHER RESOLVED that in accordance with the Constitution, the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #100914-01)

18.200(e) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $9,000 FOR THE ELECTION BOARD

A. WHEREAS The Election Board is requesting supplemental funding in the amount of $9,000 to cover a budgetary shortfall from office space costs and additional stipend cost from meetings related to the Special Election;

B. WHEREAS In accordance with Waganakising Odawak Statute 2008-004 Process for Appropriations of Supplemental Funding, the Appropriations and Finance Committee reviewed such request, and passed a motion on December 2, 2014 to recommend to the Tribal Council to approve the supplemental funding request in the amount of $9,000.00.

C. THEREFORE, BE IT RESOLVED that the Tribal Council authorizes and supplements funding in the amount of $9,000.00 to come from prior period funds for purpose of funding the Election Board.

(Source: TRIBAL RESOLUTION #121814-01)

18.200(f) SUPPLEMENTAL FUNDING NOT TO EXCEED $733,000 PAYABLE TO LOAN SERVER, COMMUNITY REIVESTMENT FUND, IN REPAYMENT OF THE PRINCIPLE BALANCE REMAINING FOR THE LOAN WITH INDIAN LAND CAPITAL COMPANY WHICH WAS INITIALLY UTILIZED TO PUCHASE 312.5 ACRES OF LAND KNOWN AS THE ZIIBIMIJWANG FARM

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians approved the purchase and financing of the parcel 54, consisting of 312.5 acres of land known as the Ziibimijwang

Farm which was formerly known as the "Tuthill Farm" property;

B. WHEREAS the 6.0% fixed interest rate payment for the debt is approximately $41,257 a year for the next five years and is included as part of the LTBB annual budgets at approximately $70,200 for interest and principle for a term of five years;

C. WHEREAS the elimination of the indebtedness will free up additional funds for other priorities as set by Tribal Council as part of the LTBB Annual Budgets;

D. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding to not to exceed $733,000 payable to loan servicer, Community Reinvestment fund, in repayment of the principle balance remaining for the loan with Indian Land Capital Company, with funding to come from prior period funds.

E. FINALLYBE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #121814-02)

18.200(g) SUPPLEMENTAL FUNDING FOR THE AD HOC AGRICULTURAL WORK GROUP, IN THE AMOUNT OF $57,114.29, TO COME FROM PRIOR PERIOD FUNDS

A. WHEREAS the Ad Hoc Agricultural Work Group, AAWG, has been maintaining the property of Ziibimijwang Farm Project, initially known referred to as parcel 54, consisting of 312.5 acres of land in;

B. WHEREAS at the end of Fiscal Year 2014, approximately $57,114.29 remained in the budget for the AAWG to continue its maintenance of the property and house at the Ziibimijwang Farm and at the end of 2014, the funds were unused and rolled over into Prior Period Funds;

C. WHEREAS the Ad Hoc Agricultural Work Group, AAWG, will continue maintain the property of Ziibimijwang Farm Project for Fiscal Year 2015, including weatherizing the house,

fixing repairs and improving electrical systems.

D. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding to the Ad Hoc Agricultural Work Group, AAWG the amount of $57,114.29, with funding to come from prior period funds.

E. FURTHER BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #010815-02)

18.200(h) APPROPRIATION OF SUPPLEMENTAL FUNDING NOT TO EXCEED $40,000 FOR A FEASIBILITY STUDY FOR A POTENTIAL ODAWA CASINO RESORT HOTEL PROJECT

A. WHEREAS the Tribal Council seeks to further develop projects for economic development of Tribal lands;

B. WHEREAS the Tribal Council has retained development advisors such as Pro Forma Advisors to ascertain highest and best use of the tribal land parcels for economic development purposes in the past;

C. WHEREAS the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports a feasibility study be performed in order to evaluate the feasibility of a Casino Hotel and wishes to utilize Pro Forma Advisors whom they have utilized in the past for evaluating the feasibility of gaming related projects and potential impacts from other tribal projects currently under consideration.

D. BE IT FURTHER RESOLVED that the Tribal Council approves and appropriates funds to the Legislative Budget in the amount not to exceed $40,000 to come from prior period funds for conducting the casino hotel feasibility study with Pro Forma Advisors.

(Source: TRIBAL RESOLUTION #010815-04)

18.200(i) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $4,500 FOR THE ELECTION BOARD FY2014 BUDGET

A. WHEREAS Waganakising Odawak Statute 2012-020 Election Board was signed into law on November 15, 2012; and

B. WHEREAS The Election Board is requesting supplemental funding in the amount of $4,500 to cover a budgetary shortfall in the FY2014 Budget from the consultants line item for legal costs related to the Special Election;

C. WHEREAS In accordance with Waganakising Odawak Statute 2008-004 Process for Appropriations of Supplemental Funding, the Appropriations and Finance Committee reviewed such request, and passed a motion on January 19, 2015 to recommend to the Tribal Council to approve the supplemental funding request in the amount of $4,500.00.

D. THEREFORE, BE IT RESOLVED that the Tribal Council authorizes and supplements funding in the amount of $4,500.00 to come from prior period funds for purpose of funding the FY2014 Budget for the Election Board.

(Source: TRIBAL RESOLUTION #012215-01)

18.200(j) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $95,850.00 FOR DEPARTMENT OF KIKAAJIK

A. WHEREAS WOS 2013-008 was enacted into law on July 23, 2013 to establish Kikaajik Department; and

B. WHEREAS In accordance with Waganakising Odawak Statute 2008-004, Process for Appropriations of Supplemental Funding, the Appropriations and Finance Committee reviewed information concerning the financial needs of Kikaajik; and

C. WHEREAS The Appropriations and Finance Committee passed a motion at its regularly scheduled meeting held January 19, 2015 to recommend to the Tribal Council an approval of

supplemental funding in the amount of $95,850.00 for the Department of Kikaajik.

D. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding in the amount of $95,850 with funding to come from prior period funds for purpose of providing funds for essential programs, services and benefits for LTBB Elders.

(Source: TRIBAL RESOLUTION #012215-02)

18.200(k) SUPPLEMENTAL FUNDING FOR TRADITIONAL BURIAL GROUNDS BOARD IN THE AMOUNT OF $27,000.00 FOR FISCAL YEAR 2015 TO COME FROM PRIOR PERIOD FUNDS

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians enacted WOS 2009-018 that created the Tribally Chartered Corporation, Traditional Burial Grounds, Inc.;

B. WHEREAS in order for the initial Traditional Burial Grounds Board to adequately fulfill their duties in accordance with the Statute, funds are needed to continue the operations to establish the two green cemeteries.

C. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes funding to the Tribally Chartered Corporation, Traditional Burial Grounds, Inc. for the purpose of startup costs and meeting expenses in the amount of $27,000 to come from prior period funds.

(Source: TRIBAL RESOLUTION # 021915-02)

18.200(l) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $215,000.00 FOR SECURITY SYSTEM FOR GOVERNMENT BUILDINGS

A. WHEREAS the safety of Tribal Citizens, Staff and Visitors is of utmost importance; and

B. WHEREAS in accordance with Waganakising Odawak Statute 2008-004, Process for Appropriations of Supplemental Funding, the Appropriations and Finance Committee reviewed

information concerning the financial impact;

C. **WHEREAS** The Appropriations and Finance Committee passed a motion at its regularly scheduled meeting held February 19, 2015 to recommend to the Tribal Council an approval of supplemental funding in the amount of $215,000.00 for the purchase security system.

D. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding in the amount of $215,000.00 with funding to come from prior period funds for purpose of providing a security system for the government buildings.

(Source: TRIBAL RESOLUTION #021915-03)

18.200(m) FUNDING FOR FY 2015 SHORTFALL FOR HEALTH DEPARTMENT

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians, according to the Tribal Constitution, directive principles, is directed to "Promote with special care the health, … of all people" and has established the improvement of public health as among the primary duties of the Government; and

B. **WHEREAS** WOS 2010-002 was enacted into law on June 6, 2010 to establish the Health Department; and

C. **WHEREAS** supplemental funding is needed to support the operations and services provided; and

D. **WHEREAS** in accordance with Waganakising Odawak Statute 2008-004 Process for Appropriations of Supplemental Funding, the Appropriations and Finance Committee reviewed information for WOS 2010-002; and

E. **WHEREAS** the Appropriations and Finance Committee passed a motion at its regularly scheduled meeting held February 09, 2015 to recommend to the Tribal Council an approval of supplemental funding in the amount of $70,500 to the Health Department.

F. **THEREFORE BE IT RESOLVED** that Council amends the 2015 Health Park budget to increase by $70,500 to come from Third-Party Revenue Fund Balance with the intent the Executive Branch not reduce any necessary and current services provided.

(Source: TRIBAL RESOLUTION # 021915-04)

18.200(n) FUNDING FOR EMAIL ARCHIVAL SERVER

A. **WHEREAS** Funding is needed to provide a message archiver;

B. **WHEREAS** In accordance with Waganakising Odawak Statute 2008-004 Process for Appropriations of Supplemental Funding, the Appropriations and Finance Committee approves and recommendations.

C. **THEREFORE BE IT RESOLVED** Tribal Council appropriates 8,235.00 to Capitol Improvement Budget for the purposes of purchasing an archival server for the Reservation Restoration Plan.

D. **FINALLY BE IT RESOLVED** That that the Tribal Chairperson shall administer their oversight authority to the extent necessary to ensure the administration of such funds.

(Source: TRIBAL RESOLUTION #061915-01)

18.200(o) ***Relocated to Land Matters at 18.317(4.15)(a)***

18.200(p) ***Relocated to Budgetary Matters at 18.292(4.15)(a)***

18.200(q) ***Relocated to Budgetary Matters at 18.293(4.15)(b)***

18.200(r) ***Relocated to Budgetary Matters at 18.294(4.15)(c)***

18.200(s) FUNDING FOR WAGANAKISING ODAWAK STATUTE 2015-001 ELDERS COMMISSION

A. WHEREAS Waganakising Odawak Statute 2015-001 Elders Commission was signed into law on February 10, 2015;

B. WHEREAS Funding is needed to fund Elders Commission office for services and expenses;

C. WHEREAS In accordance with Waganakising Odawak Statute 2008-004 Process for Appropriations of Supplemental Funding, the Appropriations and Finance Committee approves and recommendations by Tribal Council appropriate supplemental funding in the amount of $20,000 for expenses to come from Prior Period Funds.

D. THEREFORE BE IT RESOLVED Tribal Council appropriates funds in the amount of $20,500.00 from Prior Period Funds to the Executive FY2015 Budget to implement Waganakising Odawak Statute 2015-001 and supplements the funding for expenses.

E. FINALLY BE IT RESOLVED That that the Tribal Chairperson shall administer their oversight authority to the extent necessary to ensure the administration of such funds.

(Source: TRIBAL RESOLUTION #042315-05)

18.200(t) ***Relocated to Budgetary Matters at 18.295(4.15)(d)***

18.200(u) ***Relocated to Budgetary Matters at 18.296(4.15)(e)***

18.200(v) ***Relocated to Budgetary Matters at 18.297(5.15)(a)***

18.200(w) ***Relocated to Budgetary Matters at 18.298(5.15)(b)***

18.200(x) ***Relocated to Budgetary Matters at 18.299(6.15)(a)***

18.200(y) ***Relocated to Land Matters at 18.314(7.15)(a)***

18.200(z) ***Relocated to Land Matters at 18.315(7.15)(b)***

PART THREE

18.200(aa) ***Relocated to Land Matters at 18.316(7.15)(c)***

18.200(bb) ***Relocated to Negotiations with other Governments at 18.512(7.15)(a)***

18.200(cc) FUNDING FOR INDIAN COMMUNITY DEVELOPMENT BLOCK GRANT TRIBAL SUPPORT MATCH

A. WHEREAS LTBB was awarded funding from Indian Community Development Block Grant Program, for the purpose of the Archives and Records Expansion.

B. WHEREAS Tribal Council agreed to provide up to $165,000.00 to leverage Indian Community Development Block Grant funds to complete this expansion.

C. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves supplemental funding in the amount of 165,000.00 to complete the Archives and Records expansion to come from the Reserved General Fund Balance Fund-Supplemental Funding.

D. FURTHER BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #072315-01)

18.200(dd) ***Relocated to Negotiations with Other Governments at 18.513(8.15(a)***

18.200(ee) ***Relocated to General Application at 18.631(8.15)(a)***

18.200(ff) ***Relocated to Budgetary Matters at 18.300(10.15)(a)***

18.200(gg) SUPPLEMENTAL FUNDING FOR TRADITIONAL BURIAL GROUNDS BOARD IN THE AMOUNT OF $30,000.00 FOR FISCAL YEAR 2016 TO COME FROM GENERAL FUND BALANCE – SUPPLEMENTAL

FUNDING

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians enacted WOS 2009-018 that created the Tribally Chartered Corporation, Traditional Burial Grounds, Inc.;

B. **WHEREAS** in order for the initial Traditional Burial Grounds Board to adequately fulfill their duties in accordance with the Statute, funds are needed to continue the operations to establish the two green cemeteries.

C. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes funding to the Tribally Chartered Corporation, Traditional Burial Grounds, Inc for the purpose of ongoing costs and meeting expenses in the amount of $30,000 to come from General Fund Balance – Supplemental Funding.

(Source: TRIBAL RESOLUTION #111915-01)

18.200(hh) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $35,350 FOR THE ELECTION BOARD

A. **WHEREAS,** Waganakising Odawak Statute 2012-020 Election Board was signed into law on November 15, 2012; and

B. **WHEREAS,** the Election Board is requesting supplemental funding in the amount of $35,350 to cover a budgetary shortfall due to additional consultant costs related to extraordinary actions such as Case #C-204-1014 Kiogima/Deleon v. Election Board, Case #C-209-0715 Initiative #1 LTBB Tribal Council and Chairperson v. Election Board, and additional stipends related to the court cases and the primary election challenge;

C. **THEREFORE, BE IT RESOLVED** that the Tribal Council authorizes and supplements funding in the amount of $35,350 to come from Reserved General Fund Balance – Supplemental Funding for the purpose of funding the Election Board.

(Source: TRIBAL RESOLUTION #111915-03)

18.200(ii) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $40,000, FOR DEPARTMENT OF KIKAAJIK

A. WHEREAS, WOS 2013-008 was enacted into law on July 23, 2013 to establish Kikaajik Department; and

B. WHEREAS, In accordance with Waganakising Odawak Statute 2008-004, Process for Appropriations of Supplemental Funding, the Appropriations and Finance Committee reviewed information concerning the financial needs of Kikaajik; and

C. WHEREAS, The Appropriations and Finance Committee passed a motion at its regularly scheduled meeting held December 2, 2015 to recommend to the Tribal Council an approval of supplemental funding in the amount of $40,000.00 for the Department of Kikaajik.

D. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding in the amount of $40,000 with funding to come from prior period funds for purpose of providing funds for the Elders Dental Program and Food and Utilities Reimbursement services and benefits for LTBB Elders.

(Source: TRIBAL RESOLUTION #121015-01)

18.200(jj) USE OF 3RD PARTY BILLING FUNDS, IN THE AMOUNT OF $7,438.00, FOR DENTAL CLINIC CONSTRUCTION

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians, according to the Tribal Constitution, directive principles, is directed to "Promote with special care the health, … of all people" and has established the improvement of public health as among the primary duties of the Government; and

B. WHEREAS supplemental funding is needed to support the operations and services provided by the LTBB Dental Clinic;

C. THEREFORE BE IT RESOLVED that Council approves the use of the 3rd party billing funds, in the amount of $7,438.00, to be used in FY 2016 for ventilation construction at

the Dental Clinic.

(Source: TRIBAL RESOLUTION #121015-05)

18.200(kk) SUPPLEMENTAL FUNDING REQUEST TO OPERATE BELL'S FISHERIES FOR FY 2016

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians Tribal Council is the elected legislative body of the Tribe;

B. WHEREAS the Bell's Fishery was purchased and is operated by the Tribe to exercise LTBB Treaty fishing rights on the Great Lakes.

C. WHEREAS the Odawa fisherman have the opportunity to provide for their families while fishing the Great Lakes.

D. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes the supplemental funding request of $65,641 to come from prior period-economic developments funds for the operation of Bell's Fisheries.

E. BE IT FURTHER RESOLVED the authorities granted herein shall be effective until such time as the Tribal Governing Body takes further action by resolution;

F. FURTHER BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #121015-07)

18.200(ll) ***Relocated to Budgetary Matters at 18.300(12.15)(a)***

18.200(mm) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $20,000 FOR PLANNING DEPARTMENT TO COME FROM GENERAL FUNDS

A. **WHEREAS** Funding is needed to provide the inspections for the New Mackinaw project;

B. **WHEREAS** In accordance with Waganakising Odawak Statute 2015-016, the Appropriations and Finance Committee approves and recommendations;

C. **THEREFORE BE IT RESOLVED** Tribal Council appropriates $20,000.00 from the General Fund to the Planning Department, 1721-00, for the purposes of providing inspections to the Mackinaw Casino Project.

D. **FINALLY BE IT RESOLVED** that the Tribal Chairperson shall administer their oversight authority to the extent necessary to ensure the administration of such funds.

(Source: TRIBAL RESOLUTION # 020116-01)

18.200(nn) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $1,000 FOR THE 2016 COMMUNITY MEETING TO COME FROM GENERAL FUNDS

A. **WHEREAS** Funding is needed to supplement the 2016 Annual Community Meeting budget;

B. **WHEREAS** In accordance with Waganakising Odawak Statute 2015-016, the Appropriations and Finance Committee approves and recommendations;

C. **THEREFORE BE IT RESOLVED** Tribal Council appropriates $1,000.00 from the General Fund for the Community Meeting.

D. **FINALLY BE IT RESOLVED** that the Tribal Chairperson shall administer their oversight authority to the extent necessary to ensure the administration of such funds.

(Source: TRIBAL RESOLUTION # 021816-01)

18.200(oo) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $27,000 FOR THE ELECTION BOARD TO COME FROM GENERAL FUNDS

A. **WHEREAS** Waganakising Odawak Statute 2012-020 Election Board was signed into law on November 15, 2012; and

B. **WHEREAS** the Election Board is requesting supplemental funding in the amount of $27,000 to cover additional costs related to the special election necessary to fulfill the remaining term of the Tribal Chairman and Vice-Chairman.

C. **WHEREAS** the Election Board is requesting supplemental funding in the amount of $27,000 to cover additional costs related to the special election necessary to fulfill the remaining term of the Tribal Chairman and Vice-Chairman.

D. **THEREFORE, BE IT RESOLVED** that the Tribal Council appropriates $27,000.00 from the General Fund to the Election Board, for the purpose of funding the Election Board budgetary shortfall.

(Source: TRIBAL RESOLUTION # 021816-02)

18.200(pp) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $241,000 FOR HEALTH PARK RENOVATIONS TO COME FROM THE THIRD PARTY REVENUE / ACCESS TO RECOVERY FUND BALANCE

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians, according to the Tribal Constitution, directive principles, is directed to "Promote with special care the health, … of all people" and has established the improvement of public health as among the primary duties of the Government; and

B. **WHEREAS** WOS 2010-002 was enacted into law on June 6, 2010 to establish the Health Department; and

C. **WHEREAS** the Behavioral Health Department has identified a need of additional offices and office waiting rooms that are HIPAA compliant;

D. **THEREFORE BE IT RESOLVED** Tribal Council appropriates $241,000.00 from the

Third Party Revenue / Access to Recovery Fund Balance for the purpose of remodeling the Behavioral Health Space at the LTBB Tribal Health Clinic.

E. FINALLY BE IT RESOLVED That that the Tribal Chairperson shall administer their oversight authority to the extent necessary to ensure the administration of such funds.

(Source: TRIBAL RESOLUTION # 021816-03)

18.200(qq) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $62,208 FOR GAMING REGULATORY DEPARTMENT TO COME FROM GENERAL FUNDS

A. WHEREAS Funding is needed to provide regulation of the New Mackinaw project;

B. WHEREAS In accordance with Waganakising Odawak Statute 2015-016, the Appropriations and Finance Committee approves and recommendations;

C. THEREFORE BE IT RESOLVED Tribal Council appropriates $62,208.00 from the General Fund to the Gaming Regulatory Department, for the purpose of regulating the New Mackinaw Project.

D. FINALLY BE IT RESOLVED that the Tribal Chairperson shall administer their oversight authority to the extent necessary to ensure the administration of such funds.

(Source: TRIBAL RESOLUTION # 021816-05)

18.200(rr) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $25,000.00 FOR JUDICIARY ATTORNEY'S FEES TO COME FROM GENERAL FUNDS

A. WHEREAS On November 14, 2014 Tribal Council authorized Tribal Court to hire Attorney Bryan Newland to represent the Tribe on all future legal matters arising from *LTBB vs. S. Garret Beck*;

B. **WHEREAS** Due to Mr. Beck's efforts, litigation is ongoing; Funding is needed to defend the Tribe's interests;

C. **WHEREAS** The issues at stake are vital to the Tribe as the ongoing legal actions threatens the Tribe's right to full faith and credit in State courts and our ability to regulate attorneys who practice before the Tribal Court;

D. **WHEREAS** In accordance with Waganakising Odawak Statute 2015-016, the Appropriations and Finance Committee approves and recommendations.

E. **THEREFORE BE IT RESOLVED** Tribal Council appropriates $25,000.00 from General Funds to the Judiciary for Attorney's Fees.

F. **FINALLY BE IT RESOLVED** that the Court Administrator shall administer and have oversight authority to the extent necessary to ensure the administration of such funds.

(Source: TRIBAL RESOLUTION #031716-01)

18.200(ss) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $2,500 FOR 2016 HOMECOMING POW WOW TO COME FROM GENERAL FUNDS

A. **WHEREAS** Funding is needed to supplement the 2016 Odawa Homecoming Pow Wow budget;

B. **WHEREAS** In accordance with Waganakising Odawak Statute 2015-016, the Appropriations and Finance Committee approves and recommendations.

C. **THEREFORE BE IT RESOLVED** Tribal Council appropriates $2,500.00 from the General Fund to the Homecoming Jingtamok program for the 2016 Odawa Homecoming Pow Wow.

D. **FINALLY BE IT RESOLVED** that the Tribal Chairperson shall administer their oversight authority to the extent necessary to ensure the administration of such funds.

(Source: TRIBAL RESOLUTION #031716-02)

18.200(tt) APPROPRIATION OF SUPPLEMENTAL FUNDING IN THE AMOUNT OF $10,000 ANNUALLY IN CALENDAR YEARS 2016, 2017 AND 2018 TO SUPPORT THE GIJIGOWI ANISHINAABEMOWIN LANGUAGE DEPARTMENT'S NATIVE AMERICAN LANGUAGE PRESERVATION AND MAINTENANCE: LTBB ANISHINAABEMOWIN PROJECT

A. WHEREAS the Tribe has a strong interest in the preservation and maintenance of the Odawa language and has adopted the mission to provide opportunity, a supportive learning environment and instruction to develop fluent speakers;

B. WHEREAS the Tribal community realizes that through the perpetuation of the language the Little Traverse Bay Bands of Odawa Indians will be able to preserve the culture and their unique identity as a nation.

C. WHEREAS the Tribal Council passed Certified Motion #012115-02 in which an annual cash contribution of $10,000 from supplemental funding was supported to provide a required 20% match toward the United States Department of Health and Human Services, Administration for Children and Families, Administration for Native Americans for the 36-month FY 2015 LTBB Anishinaabemowin Project.

D. THEREFORE, BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Band of Odawa Indians appropriates $10,000 annually in calendar years 2016, 2017 and 2018 for the purpose of providing a cash contribution to the Gijigowi Anishinaabemowin Language Department's Native American Language Preservation and Maintenance LTBB Anishinaabemowin Project.

(Source: TRIBAL RESOLUTION #042116-01)

18.200(uu) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $16,000 FOR HOME GROWN PROJECT

A. **WHEREAS** In accordance with Waganakising Odawak Statute 2015-016, Process for Appropriations of Supplemental Funding, the Appropriations and Finance Committee reviewed information concerning the financial needs of the Homegrown Project; and

B. **WHEREAS** The Appropriations and Finance Committee passed a motion at its regularly scheduled meeting held April 12, 2016 to recommend to the Tribal Council an approval of supplemental in the amount of $16,000.00 for the Health Department Homegrown Project.

C. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding in the amount of $16,000 with funding to come from third party revenue for purpose of providing funds for the Homegrown Project.

(Source: TRIBAL RESOLUTION #042116-02)

18.200(vv) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $61,000 FOR ELDERS SHUTTLE

A. **WHEREAS** In accordance with Waganakising Odawak Statute 2015-016, Process for Appropriations of Supplemental Funding, the Appropriations and Finance Committee reviewed information concerning the financial needs of the Elders Department; and

B. **WHEREAS** The Appropriations and Finance Committee passed a motion at its regularly scheduled meeting held June 14, 2016 to recommend to the Tribal Council an approval of supplemental in the amount of $61,000.00 for the Elders Department shuttle.

C. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding in the amount of $61,000 with funding to come from Prior year fund balance for purpose of purchasing a new shuttle.

(Source: TRIBAL RESOLUTION #062316-01)

18.200(ww) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $44,000 FOR BEHAVIORAL HEALTH FROM ACCESS TO RECOVERY FUND

BALANCE

A. **WHEREAS** In accordance with Waganakising Odawak Statute 2015-016, Process for Appropriations of Supplemental Funding, the Appropriations and Finance Committee reviewed information concerning the financial needs of the Behavioral Health program; and

B. **WHEREAS** The Appropriations and Finance Committee passed a motion at its regularly scheduled meeting held June 14th, 2016 to recommend to the Tribal Council an approval of supplemental in the amount of $44,000.00 for the Health Department Behavioral Health Program.

C. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding in the amount of $44,000 with funding to come from Access to Recovery fund balance for purpose of providing funds for the Behavioral Health Program.

(Source: TRIBAL RESOLUTION #062316-02)

18.200(xx) SUPPLEMENTAL FUNDING FOR MICHELE CHINGWA EDUCATION ASSISTANCE (MCEA) IN THE AMOUNT OF $190,044

A. **WHEREAS** In accordance with Waganakising Odawak Statute 2015-016, Process for Appropriations of Supplemental funding, the Appropriations and Finance Committee reviewed information concerning the financial needs of the Michele Chingwa Education Assistance act;

B. **THEREFORE BE IT RESOLVED** that Tribal Council authorizes and supplements the 2016 Michelle Chingwa Education Assistance Act budget, in the amount of $190,044, with funds to come from General Fund Balance – Supplemental Funding for purposes of providing scholarships for Higher Education.

(Source: TRIBAL RESOLUTION #081616-01)

18.200(yy) ***Relocated to Budgetary Matters at 18.300(8.16)(a)***

18.200(zz) TO AUTHORIZE SUPPLEMENTAL FUNDING IN AMOUNT OF $90,000.00 FOR 2016 FUNERAL ASSISTANCE FUND TO COME FROM RESERVED GENERAL FUND BALANCE-SUPPLEMENTAL FUNDING

A. WHEREAS WOS 2008-003 was signed into law on February 28, 2008 creating the Burial Program; and

B. WHEREAS, The Burial program funding for FY 2016 and is currently depleted; and

C. WHEREAS, In accordance with Waganakising Odawak Statute 2015-016 Tribal Government Budget Formulation and Modification Statute; and

D. WHEREAS, The Appropriations and Finance Committee passed a motion at its regularly scheduled meeting held September 6, 2016 to recommend to the Tribal Council the approval of supplemental funding in the amount of $90,000 for the purpose to fund the Burial Program fund;

E. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves supplemental funding in the amount of 90,000 with funding to come from reserved General Fund balance to fund the Burial Program for the remainder of FY 2016.

(Source: TRIBAL RESOLUTION #091516-02)

PART FOUR

Codification Note: Part Four reflects a revised resolution codification numbering system.

18.200(9.16)(a) TO AUTHORIZE SUPPLEMENTAL FUNDING IN THE AMOUNT OF $52,000, FOR THE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS SALT SHED TO COME FROM RESERVED GENERAL FUND BALANCE-SUPPLEMENTAL FUNDING

A. WHEREAS The LTBB Facilities department handles road maintenance including salting and sanding winter roads.

B. **WHEREAS** In accordance with Waganakising Odawak Statute 2015-016, Tribal Government Budget Formulation and Modification Statute; and

C. **WHEREAS,** The Appropriations and Finance Committee passed a motion at its regularly scheduled meeting held September 6th, 2016 to recommend to the Tribal Council an approval of supplemental funding in the amount of $52,000.00 for the purpose of building a salt shed.

D. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding in the amount of $52,000 with funding to come from reserve General Fund balance for purpose of providing funds to build a Salt Shed for Facilities department use regarding road maintenance.

(Source: TRIBAL RESOLUTION: 091516-03)

18.200(2.17)(a) SUPPLEMENTAL FUNDING FOR ZIIBIMIJWANG, INC. IN THE AMOUNT OF $63,632.00

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians Tribal Council approved the creation of the Ziibimijwang, Inc., a Tribally Chartered Corporation located at at Ziibimijwang Farm, 5055 Gill Road, Carp Lake;

B. **WHEREAS** Ziibimijwang, Inc. submitted a detailed proposal to Tribal Council for FY 2017 that included the following goals: Provide food sovereignty within LTBB; Improve health of Tribal Citizens by providing healthful food and engaging in active participation in growing and gathering food; Provide education opportunities for Tribal Citizens; and Provide subsistence opportunities for Tribal Citizens.

C. **WHEREAS** Ziibimijwang, Inc., is in the process of hiring a farm manager, building high tunnels, and applying for grants for infrastructure improvement, staff, and materials needed to meet the goals of the corporation during the 2017 growing season.

D. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes the supplemental funding for Ziibimijwang in the amount of

$63,632.00 to come from General Fund, Fund Balance-Economic Development Fund.

E. FURTHER BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #021717-01)

18.200(3.17)(a) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $25,000.00 FOR JUDICIARY ATTORNEY'S FEES TO COME FROM GENERAL FUNDS

A. WHEREAS On November 14, 2014 Tribal Council authorized Tribal Court to hire Attorney Bryan Newland to represent the Tribe on all future legal matters arising from *LTBB vs. S. Garret Beck*;

B. WHEREAS Due to Mr. Beck's efforts, litigation is ongoing; Funding is needed to defend the Tribe's interests;

C. WHEREAS The issues at stake are vital to the Tribe as the ongoing legal actions threatens the Tribe's right to full faith and credit in State courts and our ability to regulate attorneys who practice before the Tribal Court;

D. THEREFORE BE IT RESOLVED Tribal Council appropriates $25,000.00 from General Funds to the Judiciary for Attorney's Fees.

E. FINALLY BE IT RESOLVED that the Court Administrator shall administer and have oversight authority to the extent necessary to ensure the administration of such funds.

(Source: TRIBAL RESOLUTION #032317-03)

18.200(6.08)(a) SUPPLEMENTAL FUNDING FOR ELDERS PROGRAM FOR PURCHASE OF A SHUTTLE VEHICLE NOT TO EXCEED $55,000 TO COME FROM PRIOR PERIOD FUNDS

A. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes supplemental funding to the Elders program budget 2107-2-7005-00, for the purposes of purchasing a new shuttle not to exceed $55,000 to come from prior period funds.

(Source: TRIBAL RESOLUTION #062208-01)

18.200(6.09)(a) SUPPLEMENTAL FUNDING FOR ELDERS PROGRAM FOR PURCHASE OF A SHUTTLE VEHICLE NOT TO EXCEED $55,000 TO COME FROM PRIOR PERIOD FUNDS

A. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes supplemental funding to the Elders program budget 2107-2-7005-00, for the purposes of purchasing a new shuttle not to exceed $55,000 to come from prior period funds.

(Source: TRIBAL RESOLUTION # 062209-05)

18.200(8.09)(a) SUPPLEMENTAL FUNDING FOR ELDERS PROGRAM FOR FOOD AND UTILITY ASSISTANCE

A. THEREFORE, BE IT RESOLVED that the Tribal Council authorizes supplemental funding to the Elders program 2107-2-01 for the purpose of client food and client utility reimbursement program and appropriates $10,000.00 to come from prior period funds.

(Source: TRIBAL RESOLUTION # 080909-03)

18.200(2.10)(a) SUPPLEMENTAL FUNDING FOR ELDERS PROGRAM FOR ESTABLISHING AN ELDER'S DENTAL PROGRAM FUND

A. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes the establishment of a line-item in the amount of $15,000.00 to come from Prior Period Funds for establishing an Elder dental fund within the Little Traverse Bay Bands of Odawa Elders Program to assist Tribal Elders with specialized dental costs that are typically not

covered by the Tribal Health Clinic, i.e. bridges, crowns and dentures and to provide for direct billing or reimbursement of such costs to our Tribal Elders.

B. FURTHER BE IT RESOLVED that such funding shall not be used for any other purpose other than for direct services for Elder's dental work and the Executive shall create a line-item in future budgets to continue the Elder's dental program.

C. FURTHER BE IT RESOLVED that this program will be of "last resort" funding and all other funding sources shall be exhausted first.

D. FURTHER BE IT RESOLVED that the Executive shall develop regulations for Tribal Council approval within 120 days of enactment; however, the implementation of this program shall not be delayed by approval of regulations.

E. FINALLY BE IT RESOLVED the Tribal Chairperson shall administer his oversight authority to the extent necessary to ensure that funds are adequately administered and shall make Tribal Council aware on any shortages of funding.

(Source: TRIBAL RESOLUTION # 022110-01)

18.200(3.10)(a) SUPPLEMENTAL FUNDING FOR LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS ELECTION BOARD FOR ADDITIONAL ELECTIONS IN FY'10 NOT TO EXCEED SIXTY-THOUSAND DOLLARS

A. THEREFORE BE IT RESOLVED that Tribal Council through its Constitutional duty "authorizes the appropriation" of supplemental funding to the Election Board budget in the amount of $20,000 for a Recall Election, if needed; an additional $20,000 for a Primary Election, if needed; and an additional $20,000 for a General Election, if need; to come from prior period funds for a total of not more than $60,000 to cover the costs associated with the additional Elections as required by the Constitution, and the Tribal Chairman shall administer his oversight authority to the extent necessary to ensure the appropriation of such funds.

(Source: TRIBAL RESOLUTION # 032110-02)

18.200(5.16)(a) SUPPLEMENTAL FUNDING REQUEST IN THE AMOUNT OF $20,000 TO THE EXECUTIVE CONSULTANTS LINE ITEM

A. THEREFORE, BE IT RESOLVED that the Tribal Council appropriates the sum of $20,000 for the Executive to be used for the Protect MI Vote Campaign;

B. BE FURTHER RESOLVED, that the Tribal Council approves the supplemental funding request presented by the Executive Branch to come from prior period funds.

(Source: TRIBAL RESOLUTION # 051610-01)

18.200(6.10)(a) MCEA SUPPLEMENTAL FUNDING APPROPRIATION OF $225,000 TO FUND CURRENT SCHOLARSHIP LEVELS AND RATES FOR FY 2010 FROM PRIOR YEAR FUNDS

A. THEREFORE, BE IT RESOLVED that the Tribal Council appropriates the sum of $225,000 to the MCEA fund from Prior year funds to supplement the program funding to maintain the 2010 scholarship levels for Fall enrollment and shall notify the Tribal Council of the exact amount needed for the Winter/Spring enrollment and shall request an additional supplemental funding for such amount for the Winter/Spring rates through FY 2010;

B. BE FURTHER RESOLVED, that the Tribal Council approves the supplemental funding request in the amount of $225,000 presented by the Executive Branch to come from prior period funds.

(Source: TRIBAL RESOLUTION # 060610-03)

18.200(6.10)(b) MCEA SUPPLEMENTAL FUNDING APPROPRIATION OF $110,000 TO FUND CURRENT SCHOLARSHIP LEVELS AND RATES FOR FY 2010 FROM PRIOR YEAR FUNDS

A. THEREFORE, BE IT RESOLVED that the Tribal Council appropriates the sum of $110,000 to the MCEA fund from Prior year funds to supplement the program funding to maintain the 2010 scholarship levels for Fall enrollment and Winter/Spring enrollment and shall request an

additional supplemental funding for such amount for the Winter/Spring rates through FY 2010;

B. BE FURTHER RESOLVED, that the Tribal Council approves the supplemental funding request in the amount of $110,000 presented by the Executive Branch to come from prior period funds.

(Source: TRIBAL RESOLUTION # 062710-02)

18.200(7.10)(a) SUPPLEMENTAL FUNDING FOR FUNDING ELDER DENTAL PROGRAM IN THE AMOUNT OF $20,000 TO COME FROM PRIOR YEAR FUNDS

A. THEREFORE, BE IT RESOLVED that the Tribal Council appropriates the sum of $20,000.00 from prior year funds to assist Tribal Elders with specialized dental costs not covered by the Tribal Health Clinic and approves the funding to the Elders Department budget.

(Source: TRIBAL RESOLUTION # 071110-01)

18.200(8.10)(a) SUPPLEMENTAL FUNDING FOR GAMING BOARD OF DIRECTORS FOR AN ADDITIONAL $25,000 FOR FY 2010

A. THEREFORE BE IT RESOLVED that Tribal Council through Constitutional duty "authorizes the appropriation" of supplemental funding to the Gaming Board of Directors in the amount of $25,000 to come from the Odawa Casino Resort budgetary process for Fiscal Year 2010, and the Tribal Chairman shall administer his oversight authority to the extent necessary to ensure the appropriation of such funds.

(Source: TRIBAL RESOLUTION # 080810-01)

18.200(8.10)(b) SUPPLEMENTAL FUNDING FOR ELDERS PROGRAM FOR FOOD AND UTILITY ASSISTANCE IN THE AMOUNT OF $110,800.00 FOR FY 2010

A. THEREFORE, BE IT RESOLVED that the Tribal Council authorizes supplemental funding to the Elders program for the purpose of client food and client utility reimbursement program and appropriates $110,800.00 to come from prior year funds.

(Source: TRIBAL RESOLUTION # 080810-02)

18.200(10.10)(a) SUPPLEMENTAL FUNDING FOR JUDICIARY BRANCH IN THE AMOUNT OF $33,000.00 FOR FISCAL YEAR 2010 TO COME FROM PRIOR PERIOD FUNDS

A. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes supplemental funding to the Judiciary Budget in the amount of $33,000 to come from prior period funds for Fiscal Year 2010.

(Source: TRIBAL RESOLUTION # 101010-02)

18.200(12.12)(a) SUPPLEMENTAL FUNDING FOR TRADITIONAL BURIAL GROUNDS BOARD IN THE AMOUNT OF $25,000.00 for FISCAL YEAR 2013 TO COME FROM PRIOR PERIOD FUNDS

A. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes funding to the Tribally Chartered Corporation, Traditional Burial Grounds, Inc. for the purpose of startup costs and meeting expenses in the amount of $25,000 to come from prior period funds.

(Source: TRIBAL RESOLUTION # 121612.01)

18.200(6.13)(a) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $40,000 FOR THE UPGRADE TO THE LEGISLATIVE BRANCH BIS RECORDING SYSTEM

A. WHEREAS in accordance with Waganakising Odawak Statute 2008-004 Process for Appropriations of Supplemental Funding the Appropriations and Finance Committee motioned on June 14, 2013 to recommend to the Tribal Council to Supplement the Legislative Branch in the amount of $40,000 to come from prior period funds;

B. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding to the Legislative Branch in the amount of $40,000 with funding to come from prior period funds.

(Source: TRIBAL RESOLUTION # 062313-08)

18.200(7.13)(a) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $15,500 FOR THE IMPLEMENTATION ON JULY 1, 2013 OF THE UPDATED WAGE GRID FOR FISCAL YEARS 2013 AND 2014

A. WHEREAS in accordance with Waganakising Odawak Statute 2008-004 Process for Appropriations of Supplemental Funding the Appropriations and Finance Committee motioned on June 14, 2013 to recommend to the Tribal Council to supplement the branches of government for the purposes of the revised wage grid;

B. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding to Program support the amount of $15,500.00 with funding to come from prior period funds for the purpose, implementation of the revised wage grid.

C. FURTHER BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION # 070713-01)

18.200(9.13)(a) APPROPRIATION FOR SUPPLEMENTAL FUNDING FOR ACCOUNTING DEPARTMENT IN THE AMOUNT $275,000 TO COME FROM PRIOR PERIOD FUNDS

A. WHEREAS the combined total after reductions of the shortfall is $275.000.00.

B. THEREFORE, BE IT RESOLVED that the Tribal Council authorizes supplemental funding in the amount of $275,000.00;

C. FURTHER BE IT RESOLVED that the Tribal Council appropriates funding the Accounting department in the amount of $275,000 for FY 2013; with the said amount to come from Prior Period Funds and the Tribal Chairman shall administer his oversight authority to the extent necessary to ensure the administration of such funds.

(Source: TRIBAL RESOLUTION # 092213-04)

18.200(11.13)(a) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $5,029.00 FOR REHMANN SERVICES

A. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding to the Legislative Branch in the amount of $5,029.00 for Rehmann Services with funding to come from prior period funds.

B. FURTHER BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION # 110313-02)

18.200(4.14)(a) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $5,624.00 TO ADDRESS FY 2014 THPO/NAGPRA OFFICER

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians authorizes and supplements funding to the Executive Branch in the amount of $5,624.00 with funding to come from prior period funds.

(Source: TRIBAL RESOLUTION # 042714-01)

18.200(10.14)(a) SUPPLEMENTAL FUNDING FOR ACCOUNTING DEPARTMENT TO REINSTITUTE THE TRIBAL EMPLOYEE WEEKLY PAYROLL IN THE AMOUNT OF $64,000.00 TO COME FROM PRIOR PERIOD FUNDS

A. THEREFORE, BE IT RESOLVED, Tribal Council appropriates the sum of $4,000.00 for FY 2014, and $60,000.00 for FY 2015 to the Accounting Department to implement the Tribal

Government weekly payroll for employees, except for Law Enforcement personnel, to come from Prior year funding and the Tribal Chairman shall administer his oversight authority to the extent necessary to ensure the administration of such funds and shall implement a Tribal Government weekly payroll for employees.

B. FURTHER BE IT RESOLVED, that this Resolution shall be fully implement within 90 days of enactment.

(Source: TRIBAL RESOLUTION #100914-02, by Override)

18.200(11.14)(a) SUPLEMENTAL FUNDING IN THE AMOUNT OF $72,000.00 FOR BURIAL PROGRAM

A. WHEREAS, The Appropriations and Finance Committee passed a motion at its regularly scheduled meeting held November 12, 2014 to recommend to the Tribal Council an approval of supplemental funding in the amount of $72,000.00 to the Burial Program fund line item 1202-2-6340-22.

B. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding in the amount of $72,000 with funding to come from prior period funds for purpose of funding the Burial Program.

(Source: TRIBAL RESOLUTION: 112114-01)

18.200(5.17)(a) FUNDING REQUEST FOR NATIONAL INDIAN CHILD WELFARE ASSOCIATION, IN THE AMOUNT OF $2,500.00

A. WHEREAS the Nation Indian Child Welfare Association (NICWA) was formed in the wake of Indian Child Welfare Act's (ICWA) passage, in direct response to the need for trained Indian child welfare workers, culturally specific tribal child welfare programs, and advocacy to promote the implementation of and compliance with ICWA.

B. WHEREAS NICWA has evolved as an advocate and resource for Indian Country by helping tribes create critical infrastructure, such as programs, policies, procedures, interagency

agreements, tribal codes, child protection teams, and licensure standards and is a national voice for American Indian and Alaska Native (AI/AN) children and families working extensively on ICWA compliance, improving tribal-state relations, and decreasing the overrepresentation of AI/AN children in foster care.

C. WHEREAS NICWA addresses the issues of child abuse and neglect through training, research, grassroots community development and prevention services, and public policy and is in need of support for its annual operating budget.

D. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes funding for the Nation Indian Child Welfare Association (NICWA) in the amount of $2,500.00 to come from General Fund, Fund Balance-Supplemental Funding.

E. FURTHER BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #051817-01, June 29, 2017, Deemed Enacted)

18.200(7.17)(a) SUPPLEMENTAL FUNDING FOR ZIIBIMIJWANG, INC. IN THE AMOUNT OF $42,800.00 FOR THE PURCHASE OF A TRACTOR

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians Tribal Council approved the creation of the Ziibimijwang, Inc., a Tribally Chartered Corporation located at Ziibimijwang Farm, 5055 Gill Road, Carp Lake;

B. WHEREAS Ziibimijwang, Inc. submitted a detailed proposal to Tribal Council for FY 2017 that included the following goals: Provide food sovereignty within LTBB; Improve health of Tribal Citizens by providing healthful food and engaging in active participation in growing and gathering food; Provide education opportunities for Tribal Citizens; and Provide subsistence opportunities for Tribal Citizens.

C. WHEREAS Ziibimijwang, Inc., is needing to purchase a John Deere 5065 E Utility Tractor and John Deere H240 Loader to fulfill these goals.

D. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes the supplemental funding for Ziibimijwang to purchase a tractor to fulfill 2017 goals in the amount of $42,800.00 to come from General Fund, Fund Balance-Economic Development Fund.

E. FURTHER BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #072717-02)

18.200(8.17)(a) SUPPLEMENTAL FUNDING FOR BURIAL FUND ASSISTANCE IN THE AMOUNT OF $90,000 TO COME FROM GENERAL FUND, FUND BALANCE – SUPPLEMENTAL FUNDING

A. WHEREAS WOS -2008-003 was signed into law on February 28, 2008 creating a burial assistance program; and

B. WHEREAS The FY 2017 Burial Fund is almost depleted; and

C. WHEREAS WOS 2015-016 Tribal Government Budget Formulation and Modification Statute, Section XIV.B.1.c, allows for supplemental funding requests to be made of the Tribal Council in the case of a budget deficiency;

D. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves supplemental funding in the amount of $90,000.00 for the purpose Burial Assistance for the remainder of FY 2017 with funding to come General Fund, Fund Balance – Supplemental Funding.

(Source: TRIBAL RESOLUTION #082417-01)

18.200(5.06)(a) DONATION OF $5000 FOR THE RESTORATION OF THE BURT LAKE BURIAL GROUNDS

A. WHEREAS the Waganakising Odawak Tribal Council was provided with the status of a burial site where ancestors are buried in Burt Lake and understands that financial assistance in preserving the burial site cross markers provides evidence of continued observance of these religious sites,

B. THEREFORE, BE IT RESOLVED the Tribal Council of the Waganakising Odawak authorizes and supports this request for funding the preservation of Burt Lake burial grounds.

C. FINALLY BE IT RESOLVED, authorizes allocation of $5000.00 to come from Prior Year Funds and appropriates the money for the restoration of burial cross markers to the Waganakising Odawa Cultural and Preservation NAGPRA Department for the oversight of this restoration.

(Source: TRIBAL RESOLUTION #052106-01)

18.200(12.06)(a) SUPPORT FOR HAVASUPAI TRIBE OF ARIZONA IN ITS EFFORTS TO PROTECT AGAINST UNAUTHORIZED GENETIC RESEARCH ON ITS MEMBERS

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians (the "Tribe") believes that what affects one Tribal Nation may ultimately affect all Tribal Nations;

B. WHEREAS The Havasupai Tribe of Arizona claim that Arizona State University (ASU) used blood samples taken from its Members for diabetes prevention and treatment to conduct unauthorized research on schizophrenia and inbreeding, stigmatizing the Havasupai people, damaging their dignity and causing them emotional harm;

C. WHEREAS the Havasupai claim that ASU also used Havasupai blood samples to attempt to prove that the Havasupai and all American Indians are not indigenous to the North American continent and are the descendants of an Asian migratory population, which is contrary

to the traditional spiritual beliefs of the Havasupai Tribe;

D. **WHEREAS** the Havasupai claim that ASU never informed the Tribe or its members that their blood samples would be used for any purpose other than diabetes prevention and treatment;

E. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians recognizes that the genetic information of isolated indigenous populations like the Havasupai is valuable to research institutions as well as the medical and pharmaceutical industries. Further, Tribal Nations have a right to informed consent regarding research projects on their citizens, and should be afforded a right to negotiate for a share of the benefits from such research;

F. **WHEREAS** the Havasupai claim that ASU intentionally deceived the Havasupai Tribal Council in order to obtain access to the Tribe's valuable genetic information, enriching ASU researchers and their affiliates, and depriving the Havasupai Tribe of any benefit from said research;

G. **WHEREAS** the Havasupai Indian Tribe filed a lawsuit against ASU on behalf of its members alleging, *inter alia*, fraud, negligence and infliction of emotional distress, and dignitary harm. The Havasupai's action against ASU is a case of first impression with implications for the rights of all Indian Tribes, and the Havasupai have asked for support from Indian Tribes and inter-tribal organizations.

H. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians hereby supports the efforts of Havasupai Indian Tribe to protect against unauthorized genetic research on its Members and other indigenous populations;

I. **FURTHER RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council hereby authorizes support for the Havasupai Legal Defense Fund in the amount of $2000.00, appropriates the sum of $2000.00 to come from prior period funds, and approves budget modification FY2006-1501-2-6325 to enable the payment of said support;

J. **FINALLY RESOLVED** that the Tribe calls upon Arizona Board of Regents and the President of Arizona State University to ensure that ASU policies and procedures protect Indian

Tribal Nations and tribal citizens against unauthorized genetic research without prior written consent.

(Source: TRIBAL RSOLUTION #120306-04)

18.200(8.17)(a) TO AUTHORIZE FUNDING IN THE AMOUNT OF $475,000 FOR PURCHASE OF PARCEL #106 TO COME FROM RESERVED GENERAL FUND BALANCE-SUPPLEMENTAL FUNDING

A. WHEREAS Article VII (B)(9) of the LTBB Constitution delegates to the Tribal Council the authority to "Purchase, receive by gift, or otherwise acquire land, interests in land, personal property or other intangible assets which the Tribal Council may deem beneficial to the Little Traverse Bay Bands of Odawa Indians;"

B. WHEREAS by motions of June 8, 2017 and July 21, 2017 Tribal Council authorized making an offer to purchase the parcel designated as #106 being the approximately 37 acre parcel located on Cemetery Road, Petoskey, Michigan 49770, (Tax ID # 13-18-12-200-015);

C. WHEREAS the Tribe and seller have executed a purchase agreement for $465,000, plus closing costs;

D. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes the Tribal Treasurer or Tribal Chairman to execute any documents needed to close on the purchase of land parcel #106 (Tax ID 13-18-12-200-015) and appropriates $475,000.00 to cover the purchase price, survey, and closing costs to come from Reserved General Fund Balance-Supplemental Funding.

(Source: TRIBAL RESOLUTION #082417-02)

18.200(9.17)(a) SUPPLEMENTAL FUNDING FOR TRIBAL HISTORIC PRESERVATION OFFICE IN THE AMOUNT OF $15,058.00

A. **WHEREAS** Waganakising Odawak Statute 2014-013 Tribal Historic Preservation Office of Protection and Management (THPO) was signed into law on October 23, 2014;

B. **WHEREAS** The LTBB THPO submitted the programs plan objective to Tribal Council for FY 2017-2018 that included the following program plan objectives: In cooperation with Federal and State Agencies, local governments, and private organizations and individuals, direct and conduct a comprehensive survey of historic. Identify and nominate eligible properties to the National Register and otherwise administer applications for listing historic properties on the National Register. Prepare and implement a comprehensive tribal historic preservation plan. Administer federal assistance received by the LTBB THPO for historic preservation activities implemented on their tribal trust land. Advise, assist, as appropriate, federal and state agencies, and local governments, in carrying out their historic preservation responsibilities, cooperate with Secretary of Interior, the advisory council on historic preservation, and other federal and state agencies, local government, organizations and individuals, to ensure historic properties are considered at all levels. Provide public information, education and training, and technical assistance on historic preservation. Consult with the appropriate Federal agencies in accordance with this Act on-Federal undertakings that may affect historic properties; and the content and sufficiency of any plans developed to protect, manage, or to reduce or mitigate harm to such properties.

C. **WHEREAS** the Tribal Historic Preservation Office (THPO) requests supplemental funds from Tribal Council to support the FY 2018 award (budget for October 1, 2017 – September 20, 2018). The reason for this request is the federal funds LTBB receives to perform THPO duties is only $54,244. To ensure the LTBB THPO can fully implement all required activities for FY 2018, supplemental funds are necessary in the amount of $15, 058.00.

D. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes the supplemental funding for Fiscal Year 2018 in the amount of $15,058.00 to come from General Fund, Fund Balance-Supplemental Fund for.

E. **FURTHER BE IT RESOLVED** that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #092817-05)

18.200(11.17)(a) TO AUTHORIZE FUNDING IN THE AMOUNT OF $35,000 FOR TRUST APPLICATION EXPENSES TO COME FROM RESERVED GENERAL FUND BALANCE-SUPPLEMENTAL FUNDING

A. WHEREAS Article VII (B)(10) of the LTBB Constitution delegates to the Tribal Council the authority to "Request lands be placed in trust with the United States for the benefit of Little Traverse when the Tribal Council deems this beneficial to Little Traverse," and per this authority Tribal Council has adopted certified motions 091417-01, 060817-06, 011917-08, 082114-04, 082114-08, 011917-08, to transfer parcels it owns in fee to the United States in trust for the Tribe;

B. WHEREAS expenses of up to $35,000 will be incurred in the trust application process for tax escrows, surveys and surveyor consultation with the federal government.

C. THEREFORE BE IT RESOLVED that the Tribal Council appropriates $35,000.00 for trust application expenses to come from Reserved General Fund Balance-Supplemental Funding.

(Source: TRIBAL RESOLUTION #110917-01)

18.200(11.17)(b) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $25,000.00 TO THE JUDICIARY FOR ATTORNEY'S FEES

A. WHEREAS the legal case of *LTBB vs. S. Garret Beck* is still being pursued by the Tribe to establish case law that addresses the Tribe's right to full faith and credit in State courts and Tribe's ability to regulate attorneys who practice before the Tribal Court;

B. WHEREAS the Court is in need of retaining a new attorney to handle the ongoing case, and Kanji and Katzen P.L.L.C. will be replacing Fletcher Law P.L.L.C.;

C. WHEREAS in accordance with Waganakising Odawak Statute 2015-016, the Appropriations and Finance Committee, at its meeting held on November 14, 2017, and

approved the Court's request for supplemental funding;

D. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes the supplemental funding for Fiscal Year 2017, in the amount of $25,000.00 to come from General Fund, Fund Balance-Supplemental Fund to the Judiciary for Attorney's Fees and authorizes the Court to enter into a Letter of Commitment with Kanji and Katzen P.L.L.C.

E. FURTHER BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

F. FINALLY BE IT RESOLVED that the Court Administrator shall administer and have oversight authority to the extent necessary to ensure the administration of such funds.

(Source: TRIBAL RESOLUTION #111517-01)

18.200(11.17)(c) TO AUTHORIZE FUNDING IN THE AMOUNT OF $50,000 FOR PURCHASE OF PARCEL #110 TO COME FROM RESERVED GENERAL FUND BALANCE-SUPPLEMENTAL FUNDING

A. WHEREAS Article VII (B)(9) of the LTBB Constitution delegates to the Tribal Council the authority to "Purchase, receive by gift, or otherwise acquire land, interests in land, personal property or other intangible assets which the Tribal Council may deem beneficial to the Little Traverse Bay Bands of Odawa Indians;"

B. WHEREAS by motion of November 9, 2017 Tribal Council authorized making an offer to purchase the parcel designated as #110 being the approximately .09 acre parcel located at 612 W. Second Street, Harbor Springs, Michigan 49770, (Tax ID # 51-15-14-200-096);

C. WHEREAS the Tribe and seller have executed a purchase agreement for $40,000, plus closing costs;

D. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes the Tribal Treasurer or Tribal Chairman to execute any

documents needed to close on the purchase of land parcel #110 (Tax ID 51-15-14-200-096) and appropriates $50,000.00 to cover the purchase price, survey, and closing costs to come from Reserved General Fund Balance-Supplemental Funding.

(Source: TRIBAL RESOLUTION #111617-01)

18.200(11.17)(d) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $80,000.00 FOR MCEA AND MERIT

A. WHEREAS The Little Traverse Bay Bands of Odawa Indians is governed by a Tribal Constitution adopted by the citizens of the Tribe on February 1, 2005; and

B. WHEREAS In accordance with the WOS 2015-016 Tribal Government Budget Formulation and Modification Statute;

C. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves supplemental funding in the amount of $80,000.00 for the purpose of providing MCEA scholarships and Merit with funds to come from General Fund balance - Supplemental funding.

(Source: TRIBAL RESOLUTION #113017-02)

18.200(12.17)(a) SUPPLEMENTAL FUNDING FOR ZIIBIMIJWANG, INC. IN THE AMOUNT OF $398,000.00

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians Tribal Council approved the creation of the Ziibimijwang, Inc., a Tribally Chartered Corporation located at at Ziibimijwang Farm, 5055 Gill Road, Carp Lake;

B. WHEREAS Ziibimijwang, Inc. submitted a detailed proposal to Appropriation and Finance Committee on December 5, 2017, that included the following goals: Provide food sovereignty within LTBB; Improve health of Tribal Citizens by providing healthful food and engaging in active participation in growing and gathering food; Provide education opportunities for

Tribal Citizens; and Provide subsistence opportunities for Tribal Citizens.

C. WHEREAS Ziibimijwang, Inc., outlined its business plan that includes maple syrup and fish product lines to diversify the business model, and strengthen the connection to the local community; establish a retail outlet at the former Bells/OFI location that will further ensure the organizations fiscal sustainability in 2018; and will provide a positive feedback loop as to build other parts of the organization into the future.

D. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes the supplemental funding for Ziibimijwang in the amount of $398,000.00 to come from General Fund, Fund Balance-Economic Development Fund.

E. FURTHER BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #121417-02)

18.200(2.18)(a) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $22,500.00 TO REMOVE BUILDING ON MONROE STREET

A. WHEREAS Monroe Street building is not being utilized and unsafe for public use;

B. WHEREAS The Planning Department has secured bids to remove the existing structure;

C. WHEREAS, In accordance with the WOS 2015-016 Tribal Government Budget Formulation and Modification Statute;

D. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves funding to the Executive Branch in the amount of $22,500.00 with funding to come from General Fund Balance- Supplemental Funding for the purpose of removing the structure at the Monroe street property.

(Source: TRIBAL RESOLUTION #020818-02)

18.200(2.18)(b) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $25,000.00 FOR VETERANS CONFERENCE

A. WHEREAS funding is needed for LTBB to host the 2018 Veterans Conference.

B. WHEREAS in accordance with the WOS 2015-016 Tribal Government Budget Formulation and Modification Statute;

THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians
C. Tribal Council authorizes and approves supplemental funding in the amount $25,000.00 for the purpose of hosting the 2018 Veterans Conference with Funds to come from General Fund balance – Supplemental Funding.

(Source: TRIBAL RESOLUTION #022218-01)

18.200(6.18)(a) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $149,600.00 FOR THE PURPOSE OF FOOD AND UTILITY ALLOWANCE

A. WHEREAS The Little Traverse Bay Bands of Odawa Indians is governed by a Tribal Constitution adopted by the citizens of the Tribe on February 1, 2005;

B. WHEREAS The LTBB Constitution directive principals state;

C. WHEREAS Promote with special care the health, educational and economic interests of all the people, especially our children and elders…;

D. WHEREAS the LTBB constitution further states Regard the raising of the level of nutrition and the standard of living of our people…;

E. WHEREAS In accordance with the WOS 2015-016 Tribal Government Budget Formulation and Modification Statute;

F. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves funding to the Executive Branch in the amount

of $149,600.00 with funding to come from General Fund Balance- Supplemental Funding for the purpose of funding the Elders Food and Utility Allowance.

(Source: TRIBAL RESOLUTION #062818-06)

18.200(7.18)(a) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $34,400.00 TO PAY DETENTION COSTS

A. WHEREAS Detention costs are needed for FY 2018; and

B. WHEREAS In accordance with the WOS 2015-016 Tribal Government Budget Formulation and Modification Statute.

C. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and appropriates funding for detention costs in the amount of $34,400.00 to come from General Funds – Fund Balance.

(Source: TRIBAL RESOLUTION #072818-03)

18.200(7.18)(b) ELECTION BOARD REQUEST FOR SUPPLEMENTAL FUNDING IN THE AMOUNT OF $13,218.20 TO COME FROM GENERAL FUNDS-FUND BALANCE

A. WHEREAS Waganakising Odawak Statute 2012-020 Election Board was signed into law on November 15, 2012; and

B. WHEREAS The Election Board is requesting supplemental funding in the amount of $13,218.20 to cover additional costs related to the Special Recall Election.

C. THEREFORE, BE IT RESOLVED that the Tribal Council appropriates $13,218.20 from the General Fund-Fund Balance to the Election Board, for the purpose of funding the Election Board budgetary shortfall.

(Source: TRIBAL RESOLUTION #073118-01)

18.200(9.18)(a) RE-APPROPRIATION OF THE ODAWA ECONOMIC DEVELOPMENT MANAGEMENT, INC. (OEDMI) LINE OF CREDIT

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians is a federally recognized Indian Tribe under Public Law 103-324, and is a party to numerous Treaties with the United States the most recent of which being the Treaty of Washington of March 28, 1836 (7 Stat. 491) and the Treaty of Detroit of 1855 (11 Stat. 621);

B. WHEREAS OEDMI was created as a Tribally Chartered Corporation through WOS 2009-24 for non-gaming economic development;

C. WHEREAS OEDMI was charged with the development of the property at 1966 US 131 S, Petoskey, MI, now known as The Shops at Victories Center;

D. WHEREAS Tribal Resolution #052115-02, Establish an Odawa Economic Development Management, Inc. (OEDMI) line of credit in the amount of $585,000.00 that provided funding to OEDM for the cost of sanitary sewer system and the funds were to be repaid to the Tribe within thirty-six months;

E. WHEREAS there is $85,682.92 remaining from the original appropriations;

F. WHEREAS OEDMI intends to use the remaining funds for expenses associated with the common areas at the Victories Square site including but not limited to signage at entrances, landscaping, lighting, seating (outdoor tables/chairs/benches), waste/recycling receptacles, multi-use building constructions, Victories Square office space, maintenance office, storage for maintenance.

G. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes Odawa Economic Development Management, Inc. (OEDMI) to utilize the remaining funds in the amount of $85,682.92 for expenses associated with the common areas at the Victories Square site including but not limited to signage at entrances, landscaping, lighting, seating (outdoor tables/chairs/benches), waste/recycling receptacles, multi-use building constructions, Victories Square office space, maintenance office, storage for

maintenance.

H. FURTHER BE IT RESOLVED the Tribe agrees to extend to the time-frame that OEDMI will repay the Tribe the full amount of $585,000.00 from the original date of May 2018 to December 31, 2021.

I. FINALLY BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as established by Tribal Council.

(Source: TRIBAL RESOLUTION #082318-01)

18.200(9.18)(b) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $50,000.00 FOR THE PURPOSE OF ELDERS EMERGENCY ASSISTANCE AND FUEL AND UTILITY ASSISTANCE

A. WHEREAS The Little Traverse Bay Bands of Odawa Indians is governed by a Tribal Constitution adopted by the citizens of the Tribe on February 1, 2005;

B. WHEREAS The LTBB Constitution directive principals state;

C. WHEREAS Promote with special care the health, educational and economic interests of all the people, especially our children and elders…;

D. WHEREAS the LTBB constitution further states Regard the raising of the level of nutrition and the standard of living of our people…;

E. WHEREAS In accordance with the WOS 2015-016 Tribal Government Budget Formulation and Modification Statute;

F. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves funding to the Executive Branch in the amount of $50,000.00 with funding to come from General Fund Balance- Supplemental Funding for the purpose of funding the Elders Emergency Assistance and Fuel and Utility Assistance.

(Source: TRIBAL RESOLUTION #092718-04)

18.200(10.18)(a) SUPPLEMENTAL FUNDING IN THE TOTAL AMOUNT OF $21,000.00 FOR THE EXECUTIVE'S BUDGET, "POLITICAL CONTRIBUTIONS" AND "DONATIONS" LINE-ITEMS

A. WHEREAS within the Executive's FY 2018 budget there are line-items for political contributions and donations;

B. WHEREAS these line-items are used for supporting political campaigns, non-profit causes and other activities;

C. WHEREAS 2018 is an important election year within Michigan and in order to protect the interests of the Tribe, additional funds are needed.

D. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding to the Executive Branch "Political Contributions" and "Donations" line-items in the total amount of $21,000.00 to be used for the 2018 Michigan election, from the General Fund, Fund Balance-Supplemental.

E. FURTHER BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #101818-01)

18.200(10.18)(b) ELECTION BOARD REQUEST FOR SUPPLEMENTAL FUNDING IN THE AMOUNT OF $12,000 TO COME FROM GENERAL FUNDS-FUND BALANCE

A. WHEREAS The Little Traverse Bay Bands of Odawa Indians is governed by a Tribal Constitution adopted by the Citizens of the Tribe on February 1, 2005;

B. WHEREAS Waganakising Odawak Statute 2012-020 Election Board was signed into law on November 15, 2012; and

C. **WHEREAS** The Election Board is requesting supplemental funding in the amount of $12,000 to cover additional costs related to the Special Recall Election.

D. **THEREFORE, BE IT RESOLVED** that the Tribal Council appropriates $12,000 from the General Fund-Fund Balance to the Election Board, for the purpose of funding the Election Board budgetary shortfall.

(Source: TRIBAL RESOLUTION #102718-03)

18.200(12.18)(a) SUPPLEMENTAL FUNDING TO ENJINAAKNEGENG IN THE TOTAL AMOUNT OF $384,645.02 FOR LEGAL SETTLEMENT PAYMENT

A. **WHEREAS** in order to settle a potential law suit, Enjinaaknegeng was requested by Tribal Council to negotiate a settlement;

B. **WHEREAS** supplemental funding will need to be added to Enjinaaknegeng- General Fund budget for FY 2019 in order to pay out the settlement.

C. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding to the Enjinaaknegeng- General Fund budget for FY 2019 in order to pay out the settlement in the total amount of $384,645.02 to come from the General Fund, Fund Balance-Supplemental.

D. **FURTHER BE IT RESOLVED** that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: Tribal Resolution #122018-01)

18.200(12.18)(b) USE OF 3RD PARTY SUPPORT REVENUES TO SUPPLEMENT IHS PROGRAMMING FUNDING FOR FY 2019 IN THE AMOUNT OF $475,000.00

A. **WHEREAS** Tribal Council authorizes the use of third-party Support Revenues through Tribal Resolution;

B. **WHEREAS** funding is needed for the Clinic, Dental Clinic, Behavioral Health, Purchased Referred Care, Community Health and Administration;

C. **WHEREAS** In order to utilize these funds, there needs to be an official action of Tribal Council, in accordance with the Grant, Donation and Other Funding Policy and the Tribal Government Budget Formulation and Modification Statute;

D. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves the request to utilize 3rd party funds in the amount of $475,000.00 to supplement IHS funding for FY 2019.

(Source: Tribal Resolution #122018-02)

18.200(12.18)(c) THE 3RD PARTY SUPPORT REVENUES TO SUPPLEMENT CONSTRUCTION PROJECTS AT THE HEALTH PARK IN THE AMOUNT OF $100,000.00

A. **WHEREAS** Tribal Council authorizes the use of third-party Support Revenues through Tribal Resolution;

B. **WHEREAS** funding is needed for repairs to maintain and improve the Health Building;

C. **WHEREAS** In order to utilize these funds, there needs to be an official action of Tribal Council, in accordance with the Grant, Donation and Other Funding Policy and the Tribal Government Budget Formulation and Modification Statute;

D. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves the request to utilize 3rd party funds in the amount of $100,000.00 for repairs on the Health Department building such funding will be carried over until funds are exhausted.

(Source: Tribal Resolution #122018-03)

18.200(12.18)(d) SUPPLEMENTAL FUNDING TO ENJINAAKNEGENG IN THE

TOTAL AMOUNT OF $50,000.00 FOR BUSINESS AND ECONOMIC LEGAL CONSULTANT

A. **WHEREAS** Tribal Council is moving forward with new business ventures and economic development;

B. **WHEREAS** in order to create and establish legal documents related to business and economic development activities, Enjinaaknegeng is in need for an outside consultant that specialize in business and economic development.

C. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding to the Enjinaaknegeng- General Fund budget for FY 2019 in order to retain outside legal counsel for business and economic development in the amount of $50,000.00 to come from the General Fund, Fund Balance-Supplemental.

D. **FURTHER BE IT RESOLVED** that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: Tribal Resolution #122018-04)

18.200(2.19)(a) SUPPLEMENTAL FUNDING FOR ZIIBIMIJWANG, INC. IN THE AMOUNT OF $243,750.00

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians Tribal Council approved the creation of the Ziibimijwang, Inc., a Tribally Chartered Corporation located at Ziibimijwang Farm, 5055 Gill Road, Carp Lake;

B. **WHEREAS** Ziibimijwang, Inc. submitted a detailed proposal to Appropriations and Finance Committee on December 5, 2017, that included the following goals:
Provide food sovereignty within LTBB; Improve health of Tribal Citizens by providing healthful food and engaging in active participation in growing and gathering food; Provide education

opportunities for Tribal Citizens; and Provide subsistence opportunities for Tribal Citizens.

C. WHEREAS Ziibimijwang, Inc., outlined its business plan that includes maple syrup and fish product lines to diversify the business model, and strengthen the connection to the local community; establish a retail outlet at the former Bells/OFI location that will further ensure the organizations fiscal sustainability in 2018; and will provide a positive feedback loop as to build other parts of the organization into the future.

D. WHEREAS Ziibimijwang, Inc., has made tremendous progress in implementing the 2018 business plan and requires supplemental resources to support staff and utilize the infrastructure established over the last year as well as financial resources to cover grant-reimbursable expenses up to an additional $100,000 from the Michigan Economic Development Corporation.

E. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes the supplemental funding for Ziibimijwang, Inc. in the amount of $243,750.00 to come from the General Fund-Fund Balance restricted for Economic Development, with the understanding the Ziibimijwang, Inc. will repay the funds to the Tribe in accordance with the Ziibimijwang, Inc. Charter.

F. FURTHER, BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #022119-02, deemed enacted March 25, 2019)

18.200(5.19)(a) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $187,600.00 FOR THE PURPOSE OF FOOD AND UTILITY ALLOWANCE

A. WHEREAS The LTBB Constitution directive principals state;

B. **WHEREAS** Promote with special care the health, educational and economic interests of all the people, especially our children and elders…;

C. **WHEREAS** the LTBB constitution further states Regard the raising of the level of nutrition and the standard of living of our people…;

D. **WHEREAS,** In accordance with the WOS 2015-016 Tribal Government Budget Formulation and Modification Statute;

E. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves funding to the Executive Branch in the amount of $187,600.00 with funding to come from General Fund Balance- Supplemental Funding for the purpose of fully funding the Elders Food and Utility Allowance Program.

(Source: TRIBAL RESOLUTION #052319-02)

18.200(9.19)(a) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $135,286.00 FOR INFRASTRUCTURE AND VIRTUAL SERVER FOR THE LTBB GOVERNMENT

A. **WHEREAS** The Little Traverse Bay Bands of Odawa Indians is governed by a Tribal Constitution adopted by the citizens of the Tribe on February 1, 2005; and

B. **WHEREAS** In accordance with the WOS 2015-016 Tribal Government Budget Formulation and Modification Statute;

C. **THEREFORE, BE IT RESOLVED,** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves supplemental funding in the amount of $135,286.00 for the purpose of providing infrastructure and a virtual server for the LTBB Government Operations come from General Fund balance - Supplemental funding.

D. FURTHER, BE IT RESOLVED, funds shall carry over into FY 2020 for the purpose of this update and infrastructure project and that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #092619-01)

18.200(9.19)(b) SUPPLEMENTAL FUNDING TO MINA MSKIKI GUMIK FOR COMPUTER INFRASTRUCTURE AND A VIRTUAL SERVER IN THE AMOUNT OF $121,687.00 TO COME FROM 3RD PARTY BILLING FUND BALANCE

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians is governed by a Tribal Constitution adopted by the citizens of the Tribe on February 1, 2005; and

B. WHEREAS in accordance with the WOS 2015-016 Tribal Government Budget Formulation and Modification Statute, Mina Mskiki Gumik is requesting supplemental funding for Infrastructure and a Virtual Server in the amount of $121,687.00;

C. THEREFORE, BE IT RESOLVED, that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves funding in the amount of $121,687.00 for the purpose of providing computer infrastructure and a virtual server for the LTBB Health Clinic with the funding to come from 3rd party billing fund balance.

D. FURTHER, BE IT RESOLVED, any such remaining funds shall carry over into FY 2020 for sole purpose of providing computer infrastructure and a virtual server; and that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #092619-02)

18.200(9.16)(c) SUPPLEMENTAL FUNDING TO THE OFFICE OF FINANCE AND REVENUE, ECONOMIC AND BUSINESS DEVELOPMENT DIRECTOR FOR FY 2020 IN THE AMOUNT OF $128,727.00 TO COME FROM THE GENERAL FUND-FUND BALANCE

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians Tribal Council approved the creation of the Office of Finance & Revenue Economic and Business Development;

B. **WHEREAS** the Economic and Business Development Director is responsible for performing professional administrative functions related to Economic Development including driving a proactive economic diversification, for growth and business development initiative including development, recruitment, and purchase of business prospects relative to economic development initiatives;

C. **WHEREAS** the Economic and Business Development Director has made progress in securing supplemental resources to support the position as well as economic infrastructure over the last three (3) months generating self-revenue;

D. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes the Supplemental funding for FY 2020 for the Office of Finance and Revenue, Economic and Business Development in the amount of $128,727.00 to come from the General Fund-Fund Balance Supplemental Funding.

E. **FURTHER, BE IT RESOLVED** that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #092619-03)

18.200(10.19)(a) NATURAL RESOURCES DEPARTMENT REQUEST FOR SUPPLEMENTAL FUNDING IN THE AMOUNT OF $150,000 TO COME FROM THE GENERAL FUND-FUND BALANCE

A. **WHEREAS** The Little Traverse Bay Bands of Odawa Indians is governed by a Tribal Constitution adopted by the Citizens of the Tribe on February 1, 2005;

B. **WHEREAS** The John W Keshick Sr. Fishermen Access Site provides LTBB citizens with access to Lake Michigan and has been severely damaged by erosion as a result of elevated lake levels; and

C. **WHEREAS** The Natural Resources Department is requesting supplemental funding in the amount of $150,000 to cover costs related to armoring the shoreline and repairing erosion damage at the John W Keshick Sr. Fishermen Access Site.

D. **THEREFORE, BE IT RESOLVED** that the Tribal Council appropriates $150,000 from the General Fund-Fund Balance to the Natural Resources Department, for the purpose of addressing erosion issues at the John W Keshick Sr. Fishermen Access Site.

(Source: TRIBAL RESOLUTION #101519-01)

18.200(10.19)(b) ELECTION BOARD REQUEST FOR SUPPLEMENTAL FUNDING IN THE AMOUNT OF $27,197.00 TO COME FROM THE GENERAL FUND-FUND BALANCE

A. **WHEREAS** The Little Traverse Bay Bands of Odawa Indians is governed by a Tribal Constitution adopted by the Citizens of the Tribe on February 1, 2005;

B. **WHEREAS** Waganakising Odawak Statute 2012-020 Election Board was signed into law on November 15, 2012; and

C. **WHEREAS** The Election Board is requesting supplemental funding in the amount of $27,197.00 to cover additional costs related to 2019 elections, board member stipends and travel, computers and small equipment, and legal representation.

D. **THEREFORE, BE IT RESOLVED** that the Tribal Council appropriates $27,197.00 from the General Fund-Fund Balance to the Election Board, for the purpose of funding the Election Board budgetary shortfall.

(Source: TRIBAL RESOLUTION #102619-01)

18.200(10.19)(c) ZIIBIMIJWANG, INC. REQUEST FOR SUPPLEMENTAL FUNDING IN THE AMOUNT OF $30,000 TO PROVIDE FOR A 30% CASH MATCH OF THE RURAL DEVELOPMENT GRANT TO COME FROM THE GENERAL FUND-FUND BALANCE RESTRICTED FOR ECONOMIC DEVELOPMENT

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians Tribal Council is the elected Legislative body of the Tribe;

B. **WHEREAS** the Tribe has established Ziibimijwang, Inc. as a Tribally Chartered Corporation to be a self-sustaining non-profit entity and shall provide for the health and welfare of the Tribal Community through the use of sustainable farming with emphasis toward organic foods, providing for exercising treaty rights of hunting, fishing and gathering, agricultural activities, caring for livestock, and other activities that promote nutrition, fitness and wellbeing;

C. **WHEREAS** Ziibimijwang, Inc. has an opportunity to apply for a Rural Development Grant through the Michigan Department of Agriculture and Rural Development during the 2020 Grant Cycle;

D. **WHEREAS** The Rural Development Grant has a maximum request amount of $100,000 and requires a 30% cash match for all funded projects which will come from the General Fund-Fund Balance.

E. **THEREFORE, BE IT RESOLVED** that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and approves Ziibimijwang, Inc. to apply for a grant through the Michigan Department of Agriculture and Rural Development for the purpose of developing a washing/packing/preserving facility and education center at Ziibimijwang Farm;

F. **FURTHER RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes the supplemental funding for Ziibimijwang Inc. in the amount of $30,000 to come from the General Fund-Fund Balance restricted for Economic Development, with the understanding that Ziibimijwang Inc. will repay the funds to the Tribe in accordance with the Ziibimijwang Inc. charter.

G. **FURTHER RESOLVED** that the Ziibimijwang, Inc. Chair or another designee from the Ziibimijwang, Inc. board is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

H. FINALLY, BE IT RESOLVED the $30,000 cash match funds shall only be transferred and transmitted to Ziibimijwang, Inc. upon receipt of a successful grant award from the Michigan Department of Agriculture and Rural Development for the purpose of developing a washing/packing/preserving facility and education center at Ziibimijwang Farm.

(Source: TRIBAL RESOLUTION #102619-02)

18.200(11.19)(a) TRADITIONAL TRIBAL BURIAL, INC. REQUEST FOR FY2020 CONTRIBUTION IN THE AMOUNT OF $73,094.00 TO COME FROM THE GENERAL FUND-FUND BALANCE

A. WHEREAS, The Traditional Tribal Burial, Inc. is requesting contribution funding in the amount of $73,094.00 to cover operational funding through FY2020.

B. THEREFORE, BE IT RESOLVED that the Tribal Council appropriates $73.094.00 from the General Fund-Fund Balance to the Traditional Tribal Burial, Inc., as a contribution for the Traditional Tribal Burial, Inc. operating funds.

(Source: TRIBAL RESOLUTION #112119-01)

18.200(3.20)(a) SUPPLEMENTAL FUNDING FOR ZIIBIMIJWANG, INC. IN THE AMOUNT OF $137,940.00 TO COME FROM THE GENERAL FUND-FUND BALANCE RESTRICTED FOR ECONOMIC DEVELOPMENT

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians Tribal Council approved the creation of the Ziibimijwang, Inc., a Tribally Chartered Corporation located at Ziibimijwang Farm, 5055 Gill Road, Carp Lake;

B. WHEREAS Ziibimijwang, Inc. provide food sovereignty within LTBB; Improve health of Tribal Citizens by providing healthful food and engaging in active participation in growing and gathering food; Provide education opportunities for Tribal Citizens; and Provide subsistence opportunities for Tribal Citizens;

C. **WHEREAS** Ziibimijwang, Inc. submitted a detailed budget to Appropriations and Finance Committee on March 20, 2020, set forth the costs for staffing, supplies, and necessary infrastructure for the 2020 planting season including compost, seeds, market fees, and cost of farm equipment repairs;

D. **WHEREAS** Ziibimijwang, Inc., has made tremendous progress in implementing its business plan and requires supplemental resources to support staff and farm operations for the 2020 growing season.

E. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes the supplemental funding for Ziibimijwang, Inc. in the amount of $137,940.00 to come from the General Fund-Fund Balance restricted for Economic Development, with the understanding the Ziibimijwang, Inc. will repay the funds to the Tribe in accordance with the Ziibimijwang, Inc. Charter.

F. **FURTHER, BE IT RESOLVED** that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #032520-01)

18.200(4.20)(a) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $150,000.00 FOR THE PURPOSE OF FOOD AND UTILITY ALLOWANCE

A. **WHEREAS,** The LTBB Constitution directive principals state;

B. **WHEREAS** Promote with special care the health, educational and economic interests of all the people, especially our children and elders…;

C. **WHEREAS,** the LTBB constitution further states Regard the raising of the level of nutrition and the standard of living of our people…;

D. **WHEREAS,** In accordance with the WOS 2015-016 Tribal Government Budget Formulation and Modification Statute;

E. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves funding to the Executive Branch in the amount of $150,000.00 with funding to come from General Fund Balance- Supplemental Funding for the purpose of funding the Elders Food and Utility Allowance.

(Source: TRIBAL RESOLUTION #042020-01)

Chapter Two. Budgetary Matters

18.201 ***Relocated to Funding Requests at 18.200(6.08)(a)***

18.202 FUNDING FOR HOUSING DEPARTMENT TO CONSTRUCT A SINGLE FAMILY HOME IN PELLSTON IN COOPERATION WITH THE PELLSTON SCHOOL DISTRICT NOT TO EXCEED THE AMOUNT OF $90,000.00 TO COME FROM PRIOR PERIOD FUNDS

A. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes funding for the Housing Department budget 1715-4-00 for the construction of a single-family home in the Village of Pellston in cooperation with the Pellston School District not to exceed the amount of $90,000.00 to come from prior period funds.

(Source: TRIBAL RESOLUTION # 062208-02)

18.203 AUTHORIZING AN ADDITIONAL APPROPRIATION OF $7,000 TO THE 2008 ODAWA HOMECOMING JIINGTAMOK / POW-WOW COMMITTEE TO COME FROM PRIOR PERIOD FUNDS

A. THEREFORE, BE IT RESOLVED Tribal Council authorizes an appropriation of $7,000 to come from Prior Period funds to the 2008 Odawa Homecoming Jiingtamok / Pow-Wow line item 2101-2-00.

B. FURTHER RESOLVED that any revenues raised and all surplus funds of the Jiingtamok / Pow Wow Committee in 2008 shall be carried over to Fiscal Year 2009 for the Odawa Homecoming Jiingtamok Budget;

C. FINALLY RESOLVED that Tribal Council recognizes Winnay Wemigwase and Annette VanDeCar as the 2008 co-chairpersons of the 2008 Odawa Homecoming Jiingtamok as check requestors and the Tribal Administrator as the check requestor's approval.

(Source: TRIBAL RESOLUTION # 062208-03)

18.204 ACCEPTANCE OF RESIDUAL INTEREST DISTRIBUTION UNDER PUBLIC LAW 105-143

A. THEREFORE BE IT RESOLVED that Little Traverse Bay Bands of Odawa Indians agrees with the proposed distribution of judgment fund monies as set out in the letter dated May 18, 2009 from Gerald F. Parish to LTBB Chairman Frank Ettawageshik.

(Source: TRIBAL RESOLUTION # 062809-01)

18.205 FUNDING FROM MICHIGAN INTER-TRIBAL COUNCIL, INC., MICHIGAN DEPARTMENT OF COMMUNITY HEALTH ELDERLY SUPPLEMENTAL CONTRACT LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS ELDERS' PROGRAM SUPPLEMENT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes the receipt of funds from the Inter-Tribal Council of Michigan, Inc. for supplemental Elders' program funding.

B. FURTHER RESOLVED, that LTBB authorizes the Executive Director of the Inter-Tribal Council of Michigan or his/her designee to negotiate and implement the financial award on behalf of the member Tribes of the Inter-Tribal Council of Michigan, and also authorizes Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman to execute any documents needed for LTBB's participation in the program.

(Source: TRIBAL RESOLUTION # 070609-04)

18.206 REPEALED: TRIBAL GOVERNMENT BUDGET REVISION FISCAL YEAR 2009

(Source: TRIBAL RESOLUTION # 012509-07/Repealed by # 071209-08)

18.207 REPEALED: THE ODAWA CASINO RESORT IS IN DEFAULT ON PAYMENTS TO THE TRIBAL GOVERNMENT

(Source: TRIBAL RESOLUTION # 030809-02/Repealed by # 032209-08)

18.208 PROVIDE FOR A PAYMENT SCHEDULE FOR THE REMAINING BALANCE DUE ON THE LINE-OF-CREDIT FOR BELL'S FISHERY

A. THEREFORE, BE IT RESOLVED, that Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes the payment schedule for repayment of the Line of Credit for Bell's Fishery as follows: Bell's Fishery will pay $60,000 by April 30, 2009, a monthly payment of $1,000.00 beginning May 01, 2009 and lump-sum payments each September for the years 2009, 2010, and 2011 with any remaining balance due shall be paid with the September, 2011 payment.

(Source: TRIBAL RESOLUTION # 032209-07)

18.209 THE ODAWA CASINO RESORT IS IN DEFAULT ON PAYMENTS TO THE TRIBAL GOVERNMENT

A. THEREFORE, BE IT RESOLVED the Gaming Board of Directors shall immediately take measures to ensure all future payments to the Tribal Government are paid on time on a monthly basis by the last day of the month and shall report to the Tribal Council the exact amount of delinquency and shall develop a plan to start immediate payments to bring this balance due current;

B. BE IT FURTHER RESOLVED that this Resolution repeals and replaces TRIBAL RESOLUTION # 030809-002.

(Source: TRIBAL RESOLUTION # 0302209-08)

18.210APPROPRIATION OF FUNDS FOR THE 2010 OPERATING BUDGETS AND RESTATEMENT OF FUNDING ALLOCATION FOR THE 2010 FISCAL YEAR

A. THEREFORE, BE IT RESOLVED that priority funding allocation for 2010 fiscal year shall be as follows: Tribal Government 19.85%, Economic Development 21.49%, General Welfare 39.34%, Distributions 15.22%, Donations 0.24%;

B. BE IT FURTHER RESOLVED that the allocation be split amongst the Divisions as follows: Legislative 3.53%, Judicial 6.16%, Prosecutor 1.27% Election Board 0.29%, and Executive Branch 83.24%;

C. FINALLY BE IT RESOLVED that the 2010 operating budgets are adopted as presented on the budget summary pages 1 to 6 in the amount of $639,185 for the Legislative Branch; $835,482 for the Judicial branch; $39,849 for the Election Board; $171,935 for the Prosecutor; and $27,798,005 for the Executive Branch. This total budget of $29,484,456 includes the revenues derived from the casino operation in accordance with the bond indentures that are subject to the above funding allocation percentages, and the revenues and expenditures anticipated to be received from grants, contracts and cost recovery programs.

(Source: TRIBAL RESOLUTION # 041909-05)

18.211 ***Relocated to Funding Requests at 18.200(6.09)(a)***

18.212 MICHELLE CHINGWA EDUCATION ASSISTANCE ACT SUPPLEMENTAL APPROPRIATION OF $70,000 TO REINSTATE SCHOLARSHIP LEVELS AND RATES FOR THE BALANCE OF FY 2009 FROM PRIOR PERIOD FUNDS

A. THEREFORE, BE IT RESOLVED that the Tribal Council appropriates the sum of $70,000 to the Michelle Chingwa Educational Assistance Fund from prior period funds to supplement the program funding to reinstate the 2009 scholarship levels and rates through the end of FY 2009.

(Source: TRIBAL RESOLUTION # 072609-02)

18.213 CASINO DEBT

A. THEREFORE, BE IT RESOLVED that the Tribal Council directs the suspension of any payment of interest in the amount of $6.3 million due August 17th on $122 million of senior unsecured notes and the Chairperson shall administer his oversight authority to the extent necessary to ensure that said payments are suspended until such time that Tribal Council approves otherwise.

B. FURTHER BE IT RESOLVED that the Tribal Council directs the Executive through the Gaming Board of Directors to continue to make any and all other payments in the ordinary course of business and in accordance with existing terms and schedules and the Chairperson shall administer his oversight authority to the extent necessary to ensure that funds are so administered.

C. FINALLY BE IT RESOLVED that the Chairperson is authorized to continue the negotiations of a forbearance agreement with the holders of a majority in principal amount of the outstanding bonds for final approval by Tribal Council.

(Source: TRIBAL RESOLUTION # 080909-01)

18.214 ***Relocated to Funding Requests at 18.200(8.09)(a)***

18.215 PROVIDING FOR PRIORITY FUNDING ALLOCATION FOR 2011 FISCAL YEAR

A. THEREFORE BE IT RESOLVED that priority funding allocation for 2011 fiscal year shall be as follows: Tribal Government 21.0% Economic Development 22.2% General Welfare 41.0% Distributions 15.5% Donations 0.3%;

B. BE IT FURTHER RESOLVED that the Tribal Government allocation from the above for all divisions be split amongst them as follows: Legislative 4.0% Judicial 6.5% Election Board .7% Prosecutor 1.5% and Executive Branch 86.3% with the remaining 1% being reserved for investments.

(Source: TRIBAL RESOLUTION # 101109-01)

18.216 AUTHORIZING AN APPROPRIATION OF $76,000 FOR THE 2009 PER CAPITA DISTRIBUTION

A. THEREFORE, BE IT RESOLVED Tribal Council authorizes the payment of $500 per Tribal citizen for the annual per capita distribution in early December 2009.

B. BE IT FURTHER RESOLVED Tribal Council authorizes an appropriation of $76,000 to come from prior-period funds to the distribution program;

C. FINALLY RESOLVED that Tribal Council approves budget modification 1401-8 approving the modified budget of $2,210,000.

(Source: TRIBAL RESOLUTION # 102509-02)

18.217 FUNDING FOR CHILDREN'S WINTER SOLSTICE PARTY AND MONETARY GIFT

A. THEREFORE, BE IT RESOLVED that the Tribal Council appropriates the sum of $17,000 approves budget modification to 2104-2-00 Winter Solstice Party with funds to come from Prior Year funding provided that each Tribal Child of the age of eighteen (18) years of age or younger shall receive a $20.00 Winter Solstice gift in lieu of gifts being distributed at the Winter Solstice Party.

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(Source: TRIBAL RESOLUTION # 110809-01)

18.218 NATIONAL CITY BANK LOAN REFINANCING

A. THEREFORE, BE IT RESOLVED that the Tribal Council agrees through this resolution:

1. To refinance the existing loan for 7500 Odawa Circle, Harbor Springs, Michigan in the amount of $2,383,166.66 for 5 years from the date of closing with National City Bank including no early prepayment penalty and a waiver of LTBB's common law immunity to suit ;

2. To authorize the negotiation of terms of financing by Chairman Ken Harrington, or in his absence Vice Chair Dexter McNamara along with Tribal Councilor Marvin Mulholland to be approved by Tribal Council.

(Source: TRIBAL RESOLUTION # 120609-01)

18.219 AUTHORIZATION FOR LOAN ON 7500 ODAWA CIRCLE

A. THEREFORE, BE IT RESOLVED that the Tribal Council agrees through this resolution to approve the terms of refinance for the existing loan against 7500 Odawa Circle, Harbor Springs, Michigan. The loan is in the amount of $2,383,166.63 with payments of $23,000 per month plus a variable interest at 3.50% plus LIBOR 30, 60 or 90 day, with a balloon payment due at the maturity date. The loan is extended for a term of five years from the date of closing with National City Bank including no early repayment penalty and a waiver of LTBB's common-law immunity from suit,

B. FURTHER BE IT RESOLVED that Tribal Council authorizes Chairman Ken Harrington, or in his absence Vice Chair Dexter McNamara to execute the note and the related loan documents.

(Source: TRIBAL RESOLUTION # 121509-01)

18.220 AUTHORIZATION FOR EXECUTION OF PNC BANK LOAN DOCUMENTS

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council: (i) hereby approves the execution, delivery and performance under the Loan Documents, in substantially the form presented to the Tribal Council; (ii) authorizes Kenneth J. Harrington, as Tribal Chairman and John Bott, as Tribal Treasurer, by and on behalf of the Tribe, to execute the Loan Documents and deliver the Loan Documents to the Bank, in substantially the form presented to the Tribal Council subject to such minor non-substantive changes as the Tribal

Chairman may approve, together with such other documents and certificates required in connection with the Loan Documents and approved by the Tribal Chairman, and to take all other actions consistent with this resolution and necessary to consummate the Bank financing; and (iii) authorizes the limited waiver of sovereign immunity as expressly set out in the Loan Documents.

(Source: TRIBAL RESOLUTION # 012410-01)

18.221 ***Relocated to Funding Requests at 18.200(2.10)(a)***

18.222 TO PROVIDE FOR A MORATORIUM ON ODAWA CASINO RESORT'S SINKING FUND

A. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council places a moratorium on any spending of the remaining balance of the "sinking fund" held by the Odawa Casino Resort, until further notice and the Tribal Chairman shall administer his oversight authority to the extent necessary to ensure that such funds are not expended.

(Source: TRIBAL RESOLUTION # 030710-09)

18.223 REPEALED--RE-ESTABLISHMENT OF A LINE-OF-CREDIT FOR BELL'S FISHERY FROM CURRENT CASH FLOW NOT TO EXCEED $170,000.00

(Source: TRIBAL RESOLUTION # 030710-10)

18.224 AUTHORIZING AN ADDITIONAL APPROPRIATION OF $18,000 TO THE 2010 ODAWA HOMECOMING JIINGTAMOK / POW-WOW COMMITTEE TO COME FROM PRIOR PERIOD FUNDS

A. THEREFORE, BE IT RESOLVED Tribal Council authorizes an appropriation of $18,000 to come from Prior Period funds to the 2010 Odawa Homecoming Jiingtamok / Pow-Wow line item 2101-2-00.

B. FURTHER RESOLVED that any revenues raised by fundraisers or donations and all

surplus funds of the Jiingtamok / Pow Wow Committee in 2010 shall be carried over to Fiscal Year 2011 for the Odawa Homecoming Jiingtamok Budget;

C. FINALLY RESOLVED that Tribal Council recognizes Annette VanDeCar as the 2010 chairperson of the 2010 Odawa Homecoming Jiingtamok as check requestor and the Tribal Administrator as the check requestor's approval.

(Source: TRIBAL RESOLUTION # 032110-01)

18.225 ***Relocated to Funding Requests at 18.200(3.10)(a)***

18.226 APPROPRIATION OF FUNDS FOR THE 2011 OPERATING BUDGETS AND RESTATEMENT OF FUNDING ALLOCATION FOR THE 2011 FISCAL YEAR

A. THEREFORE, BE IT RESOLVED that priority funding allocation for 2011 fiscal year shall be as follows: Tribal Government 21.71%, Economic Development 18.95%, General Welfare 36.94%, Distributions 14.94%, Donations 0.30%;

B. BE IT FURTHER RESOLVED that the allocation be split amongst the Divisions as follows: Legislative 3.91%, Judicial 6.98%, Prosecutor 1.42%, Election Board 0.79%, and Executive Branch 80.85%, Investment .99%;

C. FINALLY BE IT RESOLVED that the 2011 operating budgets are adopted as presented on the budget summary pages 1 to 4 in the amount of $782,245 for the Legislative Branch; $972,011 for the Judicial branch; $110,182 for the Election Board; $197,558 for the Prosecutor; and $28,385,363 for the Executive Branch. This total budget of $30,717,775 includes the revenues derived from the casino operation in accordance with the bond indentures that are subject to the above funding allocation percentages, and the revenues and expenditures anticipated to be received from grants, contracts and cost recovery programs.

(Source: TRIBAL RESOLUTION # 041110-01)

18.227 REPEALED--AUTHORIZATION FOR PAYOFF OF LOAN ON 7500 ODAWA CIRCLE

(Source: TRIBAL RESOLUTION # 050210-01; Repealed by TRIBAL RESOLUTION # 051610-02)

18.228 ***Relocated to Funding Requests at 18.200(5.16)(a)***

18.229 FUNDING FOR THE MICHIGAN INDIAN FAMILY OLYMPICS IN THE AMOUNT OF $4,700 FROM PRIOR YEAR FUNDS

A. THEREFORE, BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians approves and authorizes funding for participation in the Michigan Indian Family Olympics in the amount of $4,700.00.

B. FURTHER, BE IT RESOLVED that the Tribal Council appropriate $4,700.00 from prior year funds to be placed within the Executive Budget to fund participation for this event.

(Source: TRIBAL RESOLUTION # 060610-01)

18.230 ***Relocated to Funding Requests at 18.200(6.10)(a)***

18.231 ***Relocated to Funding Requests at 18.200(6.10)(b)***

18.232 ***Relocated to Funding Requests at 18.200(7.10)(a)***

18.233 ***Relocated to Funding Requests at 18.200(8.10)(a)***

18.234 ***Relocated to Funding Requests at 18.200(8.10)(b)***

18.235 AUTHORIZATION FOR PAYOFF OF LOAN ON 911 SPRING STREET, PETOSKEY, MICHIGAN IN THE AMOUNT OF APPROXIMATELY $87,000.00

A. THEREFORE, BE IT RESOLVED that the Tribal Council authorizes and approves for

the existing loan against 911 Spring Street, Petoskey, Michigan in the amount of approximately $87,000.00 to be paid in full with the Northern Michigan Bank secured collateral account and any remaining funds be transferred to the Tribe's General fund account.

B. FURTHER BE IT RESOLVED that Tribal Council authorizes and requests the Chairman, or in his absence Vice Chair administer oversight authority to the extent necessary to ensure that such funds are applied in accordance with this Tribal Resolution.

(Source: TRIBAL RESOLUTION # 091210-01)

18.236 ***Relocated to Funding Requests at 18.200(10.10)(a)***

18.237 PROVIDING FOR PRIORITY FUNDING ALLOCATION FOR 2012 FISCAL YEAR

A. THEREFORE BE IT RESOLVED that priority funding allocation for 2012 fiscal year shall be as follows: Tribal Government 21.0% Economic Development 22.2% General Welfare 41.0% Distributions 15.5% Donations 0.3%;

B. BE IT FURTHER RESOLVED that the Tribal Government allocation from the above for all divisions be split amongst them as follows: Legislative 4.0% Judicial 7% Election Board 1% Prosecutor 1.5% and Executive Branch 85.5% with the remaining 1% being reserved for investments.

(Source: TRIBAL RESOLUTION # 101010-03)

18.238 AUTHORIZATION FOR LIQUIDATION OF INVESTMENT FUNDS IN THE AMOUNT UP TO APPROXIMATELY $5,000,000.00

A. THEREFORE, BE IT RESOLVED that the Tribal Council authorizes and approves for the liquidation of the Merrill Lynch investment account up to the amount of approximately $5,000,000 be paid toward the closing of the bond restructuring.

B. FURTHER BE IT RESOLVED that Tribal Council authorizes and requests the

Chairman, or in his absence Vice Chair, administer oversight authority to the extent necessary to ensure that such funds are spent in accordance with this Tribal Resolution.

(Source: TRIBAL RESOLUTION # 110710-01)

18.239 AUTHORIZATION FOR LIQUIDATION OF INVESTMENT FUNDS IN THE APPROXIMATE AMOUNT OF $526,000.00

A. THEREFORE, BE IT RESOLVED that the Tribal Council authorizes and approves for the liquidation of the PNC investment account in the amount of $526,000.00 to be paid toward the closing of the bond restructuring.

B. FURTHER BE IT RESOLVED that Tribal Council authorizes and requests the Chairman, or in his absence Vice Chair, administer oversight authority to the extent necessary to ensure that such funds are spent in accordance with this Tribal Resolution.

(Source: TRIBAL RESOLUTION # 110710-02)

18.240 AUTHORIZING EXCHANGE OF NOTES, AMENDMENT OF INDENTURE AND RELATED ACTIONS

A. THEREFORE BE IT RESOLVED THAT:

1. Approval of Restructuring Transaction. The Tribal Council has previously approved and does hereby reaffirm its approval of the Restructuring Transaction, including the issuance of no more than $40,000,000 in principal amount of New Notes and the payment of no more than $23,000,000 in cash to the Holders of the Old Notes who tender their Old Notes for exchange and the amendment and restatement of the Old Indenture. The issuance of the New Notes shall be effectuated pursuant to an exemption from the registration requirements under the Securities Act of 1933, as amended. The New Notes shall have the terms as set forth in the New Indenture and be in the form set forth as an exhibit to the New Indenture.

2. Approval of Execution and Delivery of Financing Documents and Related Documents. The Tribal Council hereby consents to and authorizes the execution and delivery of the Financing Documents by the Tribal Chair and Tribal Treasurer on behalf of the Tribe, and consents to and authorizes the transactions contemplated by the Financing Documents and the performance of the Tribe's obligations under the Financing Documents; provided that no substantive changes shall be made to any Financing Document without the approval of the Tribal Council; and provided, further, that the execution of the same shall be conclusive evidence of such consent and authorization. In addition, the Tribal Council further authorizes the Tribal Chair and Tribal Treasurer on behalf of the Tribe to execute and deliver such additional documents as are contemplated by the Financing Documents or are necessary or advisable in the judgment of the Tribal Chair and Tribal Treasurer to consummate the transactions contemplated by the Financing Documents, including without limitation, Tribal certifications, authentication orders, Issuer requests for action by a trustee, a flow of funds memorandum and a closing statement, with the execution of the same being conclusive evidence of such authorization. The Tribal Council specifically authorizes the limited waivers of sovereign immunity as set forth in the Financing Documents.

3. Additional Actions. the Tribal Chair and Tribal Treasurer on behalf of the Tribe are hereby authorized to take such additional actions as are required or desirable to effect the purposes of this Resolution and as contemplated by the Financing Documents.

4. Binding Obligation**.** The Tribal Council acknowledges and agrees that the rights and remedies afforded by the Financing Documents shall be binding upon the Tribe until the Tribe has satisfied all of its obligations under the Financing Documents.

5. Limited Waiver of Sovereign Immunity. With respect to actions arising under the Financing Documents and the transactions contemplated thereby, the Tribal Council expressly waives the Tribe's sovereign immunity and any defense based thereon from any suit, action or proceeding or from any legal process in any forum listed in Section 13.07 of the New Indenture and Section 12.07 of the Amended and Restated Indenture. This waiver and consent shall be irrevocable and shall not be rescinded, revoked or modified without the prior written consent of the respective trustee.

6. Governing Law. The Financing Documents other than those containing a contrary express choice of law provision shall be construed in accordance with the internal laws of the State of New York.

7. Determination. The Tribal Council hereby determines that neither the Constitution nor the Bylaws, nor any other laws, ordinances, resolutions or other actions of the Tribe, or any of the agencies or instrumentalities of the Tribe, either written or established by custom or tradition, (a) prohibit the Tribe from executing, delivering and performing its obligations under the Financing Documents in accordance with their respective terms, or (b) create any obligation of the Tribe to submit these matters for approval of or consent from any officer, body, agency, or instrumentality of the Tribe, or any vote by members of the Tribe.

8. Miscellaneous.

a. Any resolutions or other actions of the Tribe, or any of its officers, employees, or agents, either written or established by tradition that are in conflict with or inconsistent with the terms of this Resolution or any provision set forth in a Financing Document are hereby to such extent repealed and annulled. This Resolution shall supersede any prior or currently existing resolutions or other actions of the Tribe that is contrary to or inconsistent with the actions authorized or contemplated herein or in a Financing Document.

b. If the application of any provision of this Resolution or a Financing Document to any person or circumstance is held to be invalid, the remainder of this Resolution and the Financing Document shall not be affected.

c. The Tribal Council affirms the representations and warranties of the Tribe contained in the Financing Documents.

(Source: TRIBAL RESOLUTION # 112910-01)

18.241 AUTHORIZING A DONATION TO THE LTBB ELDERS ASSOCIATION, A NON-PROFIT CORPORATION, IN THE AMOUNT OF $6,900.00 TO COME FROM PRIOR YEAR FUNDS

A. THEREFORE, BE IT RESOLVED Tribal Council authorizes an appropriation of $6,900.00 to come from Prior Year funds to the LTBB Elders Association for the attendance at the National Indian Council on Aging conference being held in Traverse City, Michigan, September 25-27, 2010.

B. FINALLY RESOLVED that in accordance with the Constitution, the Tribal Chairman shall administer his Executive oversight authority to the extent necessary to ensure the appropriation of such funds.

(Source: TRIBAL RESOLUTION # 091210-02)

18.242RESTATEMENT OF FUNDING ALLOCATION FOR THE 2012 FISCAL YEAR

A. THEREFORE, BE IT RESOLVED that the allocation is restated to be approximately split amongst the Divisions as follows: Legislative 3.8%, Judicial 7.8%, Prosecutor 1.4%, Election Board .5%, and Executive Branch 85.5%, Investment 1%;

B. FURTHER, BE IT RESOLVED that this Tribal Resolution replaces Tribal Resolution #101010-03.

(Source: TRIBAL RESOLUTION # 050111-01)

18.243 PROVIDING FOR PRIORITY FUNDING ALLOCATION FOR THE 2013 FISCAL YEAR

A. THEREFORE BE IT RESOLVED that the Priority Allocation Percentages for FY2013 be allocated to the Tribal Government at 23.21%, Economic Development at 20.45%, General Welfare at 38.45%, Distributions at 16.44% and Donations at 1.45%;

B. THEREFORE BE IT FURTHER RESOLVED that the Tribal Government percentage allocation from above is to be split among all divisions as follows: Legislative 5.714%, Judicial 7.534%, Election Board .804%, Prosecutor 1.384%, and Executive Branch 83.564% with the remaining 1% being reserved for investments based on an anticipated amount of $12.5 million.

(Source: TRIBAL RESOLUTION # 100911-01)

18.244 AUTHORIZATION OF ODAWA CASINO RESORT CHECK SIGNING AUTHORITY

A. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council directs the Gaming Delegation and Authority to grant check signing authority to the Odawa Casino Resort General Manger and Director of Finance for the necessary operation of the enterprises.

(Source: TRIBAL RESOLUTION # 010911-02)

18.245 ***Relocated to Funding Matters at 18.200(12.12)(a)***

18.246 FUNDING for ODAWA FISHERY, INC. IN THE AMOUNT OF $150,000.00 TO COME FROM PRIOR PERIOD FUNDS

A. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes funding to the Tribally Chartered Corporation, Odawa Fishery, Inc. in the amount of $150,000 to come from prior period funds.

(Source: TRIBAL RESOLUTION # 010613-01)

18.247 CONFIRMATION OF THE ESTABLISHMENT OF THE CAPITAL PROJECT FUND, REMAINING BALANCE, and PAYMENT TO CONSULTS AND VENDORS

A. THEREFORE BE IT RESOLVED that the establishment of the Capital Project Fund is confirmed and has a remaining balance of fund is $1,310,134.00 to be used for payment to consultants and vendors who provide services relating to the Mackinaw Casino Project as set forth in the *Policy and Procedure for Authorization of the Pre-Construction Capital Project Funds Related to the proposed Mackinaw Casino Economic Development Project*.

(Source: TRIBAL RESOLUTION # 010613-02)

17.248 FUNDING FOR STATUTE WAGANAKISING ODAWAK STATUTE 2013-002 TRIBAL HISTORIC PRESERVATION OFFICE OF PROTECTION AND MANAGEMENT

A. THEREFORE, BE IT RESOLVED, Tribal Council appropriates an additional sum of 40,000.00 to implement Waganakising Odawak Statute 2013-002 with such funding to come from Prior year funding and the Tribal Chairman shall administer his oversight authority to the extent necessary to ensure the administration of such funds.

(Source: TRIBAL RESOLUTION # 042113-01)

18.249 TO COMPLETE CONSTRUCTION OF THE FISHERIES ENHANCEMENT FACILITY

A. THEREFORE BE IT RESOLVED that Tribal Council through its Constitutional duty "authorizes the appropriation" of $50,000 from prior year funds to the complete the construction of the Fisheries Enhancement facility and Tribal Chairman shall administer his oversight authority to the extent necessary to ensure the administration of such funds.

(Source: TRIBAL RESOLUTION # 042113-04

18.250APPROPRIATION OF FUNDS FOR THE 2014 OPERATING BUDGETS AND RESTATEMENT OF FUNDING ALLOCATION FOR THE 2014 FISCAL YEAR

A. THEREFORE, BE IT RESOLVED that priority allocation percentages for FY 2014 be allocated to the Tribal Government at 21.83%, Economic Development at 8.03%, General Welfare at 33.55%, Distributions at 13.84%, Donations at 0.21%, and Repayment of Debt/Tribal Priorities at 22.54%;

B. THEREFORE BE IT FURTHER RESOLVED that the Tribal Government percentage allocation from above is to be split among all Divisions, based on an anticipated amount of $16,638,000 as follows: Legislative 8.23%, Judicial 6.69%, Prosecutor 0.97%, Election Board 0.53%, Executive Branch 61.04%, Repayment of Debt/Tribal Priorities 22.54%;

C. FINALLY BE IT RESOLVED that the 2014 operating budgets are adopted as presented on the approved budget summary pages one to six in the amount of $2,134,316 for the Legislative Branch; $1,113,232 for the Judicial branch; $87,686 for the Election Board; $160,834 for the Prosecutor; $28,992,739 for the Executive Branch, and $3,750,000 for the Repayment of Debt/Tribal Priorities. This total budget of $36,238,807 includes the revenues derived from the casino operation in accordance with the bond indentures that are subject to the above funding allocation percentages, and the revenues and expenditures anticipated to be received from grants, contracts and cost recovery programs.

D. FINALLY BE IT RESOLVED that the phone poll dated October 15, 2012, Providing for Priority Allocation for 2014 Fiscal Year is hereby rescinded.

(Source: TRIBAL RESOLUTION # 043013-01)

18.251 REFINANCING OF THE TRIBE'S NOTES AND OTHER ECONOMIC DEVELOPMENT OPPORTUNITIES INCLUDING THE POTENTIAL MACKINAW CITY CASINO

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Chair and the Tribal Treasurer shall sign, by and on behalf of the Tribe, the necessary documents to pursue and effectuate financial options for the refinancing of the Tribe's $40,000,000 Senior Secured Notes, due in 2020, including the use of a "green shoe" option for other economic development opportunities such as the potential Mackinaw Casino and other financial opportunities for financing the potential Mackinaw City casino, provided that such documents shall have prior approval by Tribal Council.

B. FURTHER RESOLVED that all written reports, drafts and analyses prepared by Sovereign Finance for LTBB in preparation for a proposed refinancing, as well as the draft and final refinancing documents, will be provided to the Tribal Council and to the Tribal Chair.

C. FURTHER BE IT RESOLVED that in accordance with the Constitution, the Executive Branch shall execute and administer the laws and resolutions of the Little Traverse Bay Bands of Odawa Indians as part of the Chair's Executive powers and duties.

(Source: TRIBAL RESOLUTION # 051513-01)

18.252 ***Relocated to Funding Requests at 18.200(6.13)(a)***

18.253 ***Relocated to Funding Requests at 18.200(7.13)(a)***

18.254 APPROPRIATIONS TO DEPARTMENT OF HUMAN SERVICES TO PROVIDE HEARING AIDES FOR TRIBAL CITIZENS

A. THEREFORE BE IT RESOLVED that Tribal Council through its Constitutional duty "authorizes the appropriation" of funding for the hearing aid program in the amount of $200,000.00, $100,000.00 for FY 2013 and $100,000.00 for FY 2014 to come from prior period funds and the Tribal Chairman shall administer his oversight authority to the extent necessary to ensure the administration of such funds and continue to request funding for future budget cycles.

(Source: TRIBAL RESOLUTION # 081813-01)

18.255 ***Relocated to Funding Requests at 18.200(9.13)(a)***

18.256 FUNDING FOR ODAWA FISHERY, INC. IN THE AMOUNT OF $150,000.00 TO COME FROM PRIOR PERIOD FUNDS

A. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes funding to the Tribally Chartered Corporation, Odawa Fishery, Inc. in the amount of $150,000 to come from prior period funds.

(Source: TRIBAL RESOLUTION # 092213-05)

18.257 APPROPRIATION OF ADDITIONAL FUNDS FOR 2013 PER CAPITA DISTRIBUTION IN THE AMOUNT OF $413,019.36

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and appropriates an additional sum of $413,019.36 to the

program for per capita distributions for FY2013 with funds to come from prior year funds;

B. BE IT FURTHER RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION # 100613-01)

18.258 APPROVAL OF THE GAMING AUTHORITY COMMITTEE FY 2014 BUDGET

A. THEREFORE BE IT RESOLVED that the Tribal Council approves a budget for the Gaming Delegation and Authority in the amount of $36,450.00, for FY 2014 in accordance with WOS 2010-021 Gaming Delegation and Authority Statute.

(Source: TRIBAL RESOLUTION # 110313-01)

18.259 ***Relocated to Funding Requests at 18.200(11.13)(a)***

18.260 ***Relocated to Land Matters at 18.318(12.13)(a)***

18.261 CARRYOVER OF FY 2013 HEARING AID FUNDS

THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and approves the Carryover of $100,000.00 from the FY 2013 budget to the FY 2014 budget for the purpose of the hearing aid program.

(Source: TRIBAL RESOLUTION #122213-01)

18.262 APPROPRIATIONS TO ODAWA ECONOMIC DEVELOPMENT MANAGEMENT, INC. (OEDMI) IN THE AMOUNT OF $50,000 TO COME FROM PRIOR PERIOD FUNDS

THEREFORE BE IT RESOLVED that Tribal Council through its Constitutional duty "authorizes the appropriation" of funding to the Odawa Economic Development Management, Inc. (OEDMI) in the amount of $50,000.00, to come from prior period funds and the Tribal Chairman

shall administer his oversight authority to the extent necessary to ensure the administration of such funds.

(Source: TRIBAL RESOLUTION #021614-01)

18.263 ***Relocated to Funding Requests at 18.200(4.14)(a)***

18.264 APPROVAL TO AMEND OF THE GAMING AUTHORITY COMMITTEE FY 2014 BUDGET

A. WHEREAS in order to better assess slot performance, the Gaming Authority Committee would like a consultant to evaluate several areas related to slot performance and slot marketing, and provide recommendations that may increase gaming revenue through helping the casino gain additional market share in the locals market, mid-market and outer;

B. WHEREAS Gaming Authority Committee has received a proposal from a consultant named Stephen M. Simon to prepare the evaluation services in the amount not to exceed $40,000.00 and requested approval by the Appropriations and Finance Committee to supplement and amend their FY 2014 budget in the amount of $40,000.00 and it was approved and recommended to Tribal Council for approval by the Appropriation and Finance Committee at its June 17, 2014 meeting;

C. THEREFORE BE IT RESOLVED that the Tribal Council amends and supplements the Gaming Authority Committee's FY 2014 Budget in the amount of $40,000.00, and any funds expended are reimbursed by Odawa Casino Resort.

(Source: TRIBAL RESOLUTION # 062214-01)

18.265 APPROVAL TO AMEND OF THE GAMING AUTHORITY COMMITTEE FY 2014 BUDGET

A. WHEREAS on April 16, 2014, the General Manager unexpectedly resigned requiring the Gaming Authority to incur unanticipated costs to post the job description with several

publishing entities and there is the potential need to retain an executive search consultant.

B. WHEREAS Gaming Authority Committee requested approval by the Appropriations and Finance Committee to supplement and amend their FY 2014 budget in the amount of $60,000.00 and it was approved and recommended to Tribal Council for approval by the Appropriation and Finance Committee at its June 17, 2014 meeting;

C. THEREFORE BE IT RESOLVED that the Tribal Council amends and supplements the Gaming Authority Committee's FY 2014 Budget in the amount of $60,000.00, and any funds expended are reimbursed by Odawa Casino Resort.

(Source: TRIBAL RESOLUTION # 062214-02)

18.266 APPROPRIATION OF FUNDS FOR THE 2015 OPERATING BUDGETS AND RESTATEMENT OF FUNDING ALLOCATION FOR THE 2015 FISCAL YEAR

A. THEREFORE BE IT RESOLVED that priority allocation percentages for FY 2015 be allocated to the Tribal Government at 31.22%, Economic Development at 10.15%, General Welfare at 40.08%, Distributions at 18.04%, Donations at 0.51%, and Repayment of Debt/Tribal Priorities at 0%;

B. THEREFORE BE IT FURTHER RESOLVED that the Tribal Government percentage allocation from above is to be split among all Divisions, based on an anticipated amount of $12,750,000 as follows: Legislative 12.18%, Judicial 9.54%, Prosecutor 1.44 %, Election Board 1.23 %, Executive Branch 75.61%;

C. THEREFORE BE IT FURTHER RESOLVED that the 2015 operating budgets are adopted as presented on the approved budget summary pages one to six in the amount of $2,433,326 for the Legislative Branch; $1,216,000 for the Judicial branch; $156,504 for the Election Board; $183,950 for the Prosecutor; $27,992,830 for the Executive Branch. This total budget of $31,982,610 includes the revenues derived from the casino operation in accordance with the financing loan agreement that is subject to the above funding allocation percentages, and the revenues and expenditures anticipated to be received from grants, contracts and cost

recovery programs.

D. FINALLY BE IT RESOLVED that monies can be transferred to another departmental budget provided it does not exceed fifteen percent (15%) of the total departmental budget from which it is being transferred and it does not create a new service or program, nor does it cause a material change in an existing service or program by altering the nature or scope of the service or program unless approved by a majority vote of the Tribal Council, in accordance with WOS 2008-004 Section V, Budget Modifications, Transfers and Rescissions.

(Source: TRIBAL RESOLUTION # 042914-01 by Override)

18.267 ***Relocated to Funding Requests at 18.200(10.14)(a)***

18.268 ***Relocated to Funding Requests at 18.200(11.14)(a)***

18.269 TRIBAL GOVERNMENT PRIORITY FUNDING PERCENTAGE ALLOCATION FOR FY 2016

A. WHEREAS Waganakising Odawak Statute 2007-003 states that "By October 15 of each year the Tribal Council shall adopt the Tribal Government priority funding allocation which shall set forth the allocation of funds among the five divisions, (Executive, Legislative, Judicial, Prosecutor, and Election Board), for the fiscal period budgets that will begin 14 1/2 months from this date. Prior to approval of this allocation the Tribal Council may hold public hearings."

B. WHEREAS the Tribal Council set forth a priority allocation that requires adjustment in accordance with the allocation of the funds as set forth in the operating budgets presented by the Appropriations and Finance Committee;

C. WHEREAS in accordance with the Constitution, The Tribal Council shall enact an annual budget for the upcoming fiscal year. The budget shall identify all funding sources, appropriations of operating funds and Tribal enterprises. The Budget shall be a Tribal document, dispersed to Tribal members at the annual meeting of the Tribal Membership, or made available

by mail as requested by Tribal members;

D. **THEREFORE, BE IT RESOLVED** that priority allocation percentages for FY 2016 be allocated to the Tribal Government at 31.40%, Economic Development at 10.36%, General Welfare at 39.42%, Distributions at 18.46% and Donations at 0.36%.

E. **THEREFORE BE IT FURTHER RESOLVED** that the Tribal Government percentage allocation from above is to be split among all Divisions, based on an anticipated amount of $12,608,396 as follows: Legislative 13.02%, Judicial 9.64%, Prosecutor 1.46%, Election Board 0.84%, and Executive Branch 75.03%.

(Source: TRIBAL RESOLUTION 100914-03, by Veto Override)

18.270 REIMBURSEMENT OF FUNDS IN THE AMOUNT OF $37,529 FOR BUILDING MAINTENANCE UPKEEP COSTS AS INCURRED BY THE ODAWA FISHERY, INC.

A. **WHEREAS** At a regular meeting of the Appropriations and Finance Committee on November 2, 2014, the Appropriations and Finance Committee motioned to recommend to Tribal Council to approve reimbursement of expenses incurred in the amount of $37,529.00 to come from prior period funds.

B. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and appropriates funding in the amount of $37,529.00 with funding to come from prior period funds for purpose of reimbursing Odawa Fishery, Inc.

(Source: TRIBAL RESOLUTION #121814-03)

18.271 FUNDING FOR FY 2015 $135,000.00 SHORTFALL FOR MIN-A-MSKIKI GUMIK

A. **WHEREAS** supplemental funding is needed to support the operations and services provided by Min-A-Mskiki Gumik;

B. **THEREFORE BE IT RESOLVED** that Council amends the 2015 Health budget to

increase funding by $135,000 to come from IHS carryover funds with the intent the Executive Branch not reduce any necessary and current services provided.

(Source: TRIBAL RESOLUTION #121814-05)

18.272 TRANSFER OF FUNDS FROM THE LEGISLATIVE BRANCH TO ZIIBIMIJWANG, INC., A TRIBALLY CHARTERED CORPORATION, IN THE AMOUNT OF $67,722.08

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians approved the purchase and financing of the Ziibimijwang Farm Project initially known as Parcel 54, consisting of 312.5 acres of land;

B. WHEREAS $67,722.08 funds were placed in the FY2015 Budget to pay the annual principal and interest on the farm loan, and since the farm loan has been paid in full in 2014, these funds will be available;

C. WHEREAS Ziibimijwang, Inc. is in need of funds for working capital, in order to meet the purpose of the Non-profit Corporation: "to provide for the health and welfare of the Tribal Community through the use of sustainable farming with emphasis toward organic foods, providing for exercising treaty rights of hunting, fishing and gathering, agricultural activities, caring for livestock, and other activities that promote nutrition, fitness and wellbeing".

D. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes the transfer of funds from the Legislative Branch to Ziibimijwang, Inc., a Tribally Chartered Corporation, in the amount of $67,722.08 for working capital for operations of the farm.

E. FURTHER BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

F. FINALLYBE IT RESOLVED that any future budgets shall include working capital for the Ziibimijwang, Inc., until such time as they can adequately cover their annual costs.

(Source: TRIBAL RESOLUTION #010815-03)

18.273 APPROVAL OF THE GAMING AUTHORITY COMMITTEE FY 2015 BUDGET

A. **WHEREAS** in accordance with Waganakising Odawak Statute 2010-021, Gaming Delegation and Authority states that each year the Authority shall present an annual budget of the Authority, which shall include all projected expenses of the Authority to Tribal Council for approval;

B. **WHEREAS** 2015 is the first time that the Gaming Authority has been assessed indirect cost in their budget.

C. **WHEREAS** the Gaming Authority budget is $44,444.44 for expenses and $15,555.56 for indirect for a total of $$60,000.00**.**

D. **THEREFORE BE IT RESOLVED** that the Tribal Council approves a budget for the Gaming Delegation and Authority in the amount of $60,000.00, for FY 2015 in accordance with WOS 2010-021 Gaming Delegation and Authority Statute and shall be reimbursed by the Odawa Casino Resort.

(Source: TRIBAL RESOLUTION #010815-05)

18.274 APPROVAL OF THE GAMING AUTHORITY COMMITTEE FY 2015 AMENDED BUDGET FOR AN ADDITIONAL SUM OF $15,000.00 FOR LEGAL CONSULTING SERVICES

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians created The Gaming Delegation and Authority Statute through Waganakising Odawak Statute 2010-21;

B. **WHEREAS** the Gaming Authority budget is $44,444.44 for expenses and $15,555.56 for indirect for a total of $60,000.00 and has been approved by Tribal Council and signed by the Tribal Chair;

C. **WHEREAS** the Gaming Authority is in need of legal consulting services to address so matters related to Human Resources and the Employee Handbook in the approximate amount of $15,000.00.

D. **THEREFORE BE IT RESOLVED** that the Tribal Council approves an amended budget for the Gaming Delegation and Authority by adding $15,000.00 to the consultants line-item for legal consulting services and the additional sum of $15,000.00 shall be reimbursed by the Odawa Casino Resort.

(Source: TRIBAL RESOLUTION #021915-01)

18.275 APPROVAL TO AMEND THE GAMING AUTHORITY COMMITTEE FY 2015 BUDGET

A. **WHEREAS** on June 25, 2014 the Gaming Authority Committee contracted with a consultant named Stephen M. Simon to prepare the evaluation services in the amount not to exceed $40,000.00 and requested approval by the Appropriations and Finance Committee to supplement and amend their FY 2014 budget in the amount of $40,000.00 and it was approved and recommended to Tribal Council for approval by the Appropriation and Finance Committee at its June 17, 2014 meeting;

B. **WHEREAS** on January 8, 2015 the Gaming Authority Committee submitted an annual budget in the amount of $60,000.00 for FY 2015 to the Appropriations and Finance Committee, which was approved by the Tribal Council and interim Chairman;

C. **WHEREAS** on February 19, 2015, the Gaming Authority Committee was approved for an amended Budget for an Additional Sum of $15,000.00 for Legal Consulting Services;

D. **WHEREAS** on March 8, 2015 the second and final payment invoice from Stephen M. Simon for $13,500 was received after the year-end of fiscal year 2014.

E. **THEREFORE BE IT RESOLVED** that the Tribal Council amends and supplements the Gaming Authority Committee's FY 2015 Budget in the amount of $13,500, and any funds expended are reimbursed by Odawa Casino Resort.

(Source: TRIBAL RESOLUTION #040915-02)

18.276 AUTHORIZING ODAWA HOMECOMING JIINGTAMOK / POW-WOW COMMITTEE TO CARRYOVER FUNDS

A. WHEREAS the Pow-Wow Committee is responsible for the promotion and operation of the Odawa Homecoming Jiingtamok; and

B. WHEREAS the Grant, Donation, or Other Funding Policy requires miscellaneous and program revenues received by the Tribe on a regular basis be deposited into the Tribe's general fund to be appropriated by Tribal Council, except where Tribal Council has already taken official action to approve automatic deposits into appropriate program accounts;

C. WHEREAS the Pow-Wow Committee holds fundraisers and accepts donations to operate the annual Jiingtamok / Pow Wow and would like these funds to be carried over until the next year.

D. THEREFORE, BE IT RESOLVED funds raised in FY 2015 by fundraisers and/or donations in the amount of $12,000.00 will rollover to the next fiscal year and will continue to rollover to future fiscal years if unspent, any funds in excess of $12,000.00 will be deposited into the general account.

E. FURTHER BE IT RESOLVED that any future revenues raised in fiscal year 2016 and beyond by fundraisers or donations or surplus funds of the Jiingtamok / Pow Wow Committee shall be carried over to the next Fiscal Year for the Odawa Homecoming Jiingtamok Budget, provided the funds are used for the Homecoming Jiingtamok.

F. FURTHER BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #082015-01

18.277 APPROVAL OF BUDGET MODIFICATIONS FOR BUDGET

DEFICIENCY OF THE BURIAL FUND

A. WHEREAS,WOS 2008-003 was signed into law on February 28, 2008 creating the Burial Program; and

B. WHEREAS, The Burial program was funded at 200,000.00 for FY 2015 and those funds are currently depleted; and

C. WHEREAS, In accordance with Waganakising Odawak Statute 2015-016 Tribal Government Budget Formulation and Modification Statute ; and

D. WHEREAS, The Appropriations and Finance Committee passed a motion at its regularly scheduled meeting held November 5, 2015 to recommend to the Tribal Council the approval of budget modifications to budget lines 1216-2-22 and 2220-2-22 in the amount of $55,378 for the purpose to fund the Burial Program fund line item 1202-2-6340-22; now

E. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approved the modification to budgets 1216-2-22 2220-2-22, and 2220-2-22 in the amount of $55,378 with funding to come from reserved DHS Foster Care (1216-2-22) and Department of Human Services (2220-2-22) to fund the Burial Program for FY 2015.

(Source: TRIBAL RESOLUTION #111915-02)

18.278 AUTHORIZING SWAP DOCUMENTS AND RELATED DOCUMENTS FROM WELLS FARGO BANK, NATIONAL ASSOCIATION, AUTHORIZING TRIBAL APPROPRIATIONS FOR PAYMENTS OF THE SWAP OBLIGATIONS, AFFIRMING ADOPTION OF LAW GOVERNING THE ARBITRATION OF DISPUTES RELATED TO THE LOAN (INCLUDING THE SWAP), AND LAW REGARDING SECURITY INTERESTS AND ADDRESSING RELATED MATTERS

A. WHEREAS, by Tribal Resolution 020214-01 the Tribe authorized the Loan Agreement and related documents dated February 7, 2014 with Wells Fargo Bank, National Association (as amended, restated, supplemented or otherwise modified from time to time, collectively

"Financing Documents"), authorized Tribal appropriations for payments of the Loan, adopted law governing the arbitration of disputes related to the Loan, and law regarding security interests and related matters all as set forth in the Financing Documents;

B. WHEREAS, the present principal balance of the Loan is $32,702,380.92;

C. WHEREAS, to protect Tribal assets by avoiding possible interest rate fluctuations, the Tribe desires to enter into a one or more swap transactions with Wells Fargo Bank, National Association;

D. WHEREAS, there has been presented to the Tribal Council for its consideration in connection with the swap transactions forms of each of the following documents (collectively "Swap Documents"):

(a) Wells Fargo Bank, N.A. Terms of Business for Swap Transactions;

(b) Wells Fargo Bank, N.A. Customer Questionnaire for Swap Transactions with Tribal Counterparties;

(c) International Swap Dealers Association, Inc. (ISDA) Master Agreement between Wells Fargo Bank, N.A. and Little Traverse Bay Bands of Odawa Indians; and

(d) Schedule to the 1992 Master Agreement (Single Currency - Local Jurisdiction) between Wells Fargo Bank, N.A. ("Party A") and Little Traverse Bay Bands of Odawa Indians ("Party B").

E. WHEREAS, there has been presented to the Tribal Council for its consideration in connection with the swap transactions forms of each of the following documents (collectively "Swap Documents"):

(a) Wells Fargo Bank, N.A. Terms of Business for Swap Transactions;

(b) Wells Fargo Bank, N.A. Customer Questionnaire for Swap Transactions with

Tribal Counterparties;

(c) International Swap Dealers Association, Inc. (ISDA) Master Agreement between Wells Fargo Bank, N.A. and Little Traverse Bay Bands of Odawa Indians; and

(d) Schedule to the 1992 Master Agreement (Single Currency - Local Jurisdiction) between Wells Fargo Bank, N.A. ("Party A") and Little Traverse Bay Bands of Odawa Indians ("Party B").

F. THEREFORE BE IT RESOLVED THAT:

1. Findings. The Tribal Council determines and finds that:

(a) the Recitals in this Resolution are true and correct in all material respects;

(b) the Tribal Council has full power and authority to adopt this Resolution, subject to approval by the Executive as provided in the Constitution;

(c) the Tribal Council's adoption of this Resolution and the Tribe entering into the Swap Documents and transactions thereunder are in the best interest of the Tribe and its members and is consistent with the laws of the Tribe; and

(d) the meeting at which this Resolution is being adopted is being validly held in compliance with the Constitution and the laws of the Tribe, and a quorum has been present and acting at all times relevant to adoption of this Resolution.

2. Approval of Swap Documents and Performance Thereunder. The Tribal Council approves each Swap Document in the form presented to it. The Tribal Council further authorizes and approves the execution and delivery of each Swap Document (including those provisions of other documents incorporated by reference therein) on behalf of the Tribe by the two Authorized Representatives referred to in Section 3 hereof, substantially in the forms so presented or with such modifications or changes as approved by the Authorized Representatives executing the same, which approval shall be conclusively

presumed upon such execution and delivery. Following the execution and delivery of any Swap Document, the Tribal Council also authorizes and approves the performance thereof on behalf of the Tribe, including (a) the entry into of one or more transactions under the Swap Documents to protect against possible interest rate fluctuations arising under the Financing Documents, (b) the execution and delivery of confirmations and interest rate locks with respect to any such transactions, and (c) the entry into, and execution and delivery of, amendments or terminations of any such transactions, confirmations or Swap Documents, in each case on behalf of the Tribe by one or more Authorized Representatives referred to in Section 3 hereof, with such modifications or changes as approved by the Authorized Representatives executing the same, which approval shall be conclusively presumed upon such execution and delivery (collectively, the "Swap Transactions"). In connection with any Swap Transaction, the Tribal Council further authorizes and approves the Tribe's election to utilize the "end user exception" if applicable and thereby opt not to require that a Swap Transaction be subject to clearing requirements.

3. Authorized Representatives. The Tribal Council authorizes the Tribal Chairperson, and the Tribal Treasurer (each, an "Authorized Representative"), to execute and deliver on behalf of the Tribe each Swap Document and Swap Transaction authorized in Section 2 of this Resolution, and to execute and deliver such other agreements, documents, certificates, orders, requests and instruments and cause to be taken such other actions as may be contemplated by any Swap Document or Swap Transaction or as may be necessary or appropriate in connection with the consummation of the transactions contemplated by the Swap Documents and the Swap Transactions.

4. Approval of Waiver of Sovereign Immunity, other Dispute Resolution Provisions, and all other consistent provisions of the Financing Documents. The authorizations and statements contained in Tribal Resolution 020214-01 regarding all provisions in the February 7, 2014 Financing Documents, including but not limited to, those related to governing law, security interests, forum selection, arbitration, the limited waiver of tribal sovereign immunity, a waiver of the doctrine of exhaustion of tribal remedies and use of tribal forums for dispute resolution (the "Dispute Resolution Provisions") are reaffirmed and shall apply to the Swap Documents and the Swap Transactions unless directly contrary to a provision in the Swap Documents or Swap Transactions. In the event of any inconsistency between the Financing Documents and the Swap Documents and Swap

Transactions, the language in the Swap Documents and Swap Transactions will control, and the Tribal Council acknowledges, agrees and approves the application of New York law to the Swap Documents and each Swap Transaction and the consent to the jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan. Without limiting the foregoing, the Tribal Council, on behalf of the Tribe hereby approves the limited waiver of sovereign immunity set forth in the Swap Documents (whether directly or through incorporation by reference) and acknowledges and agrees that it is applicable to each Swap Transaction. The limited waiver of sovereign immunity and each other Dispute Resolution Provision is hereby expressly incorporated by reference herein as though set forth at length herein, such incorporation, however, to become effective only upon the execution and delivery of the applicable Swap Document; upon such incorporation the limited waiver of sovereign immunity and each such provision shall be independently valid and enforceable as the law of the Tribe, independent of the Swap Documents or the Financing Documents and irrespective of whether any Swap Document or any Financing Document is valid and enforceable;

5. Enforcement. The Tribal Court shall give full faith and credit to any award, order or decree rendered by any federal or state court in accordance with this Resolution and the Swap Documents and the Swap Transactions. For judgments, decrees, orders, warrants, subpoenas, records or other judicial acts of the Tribe's Courts resulting from any action under the Swap Documents or any Swap Transaction, a Tribal police officer is authorized to execute such judgment, decree, order, warrant, subpoena, record or other judicial act. In the case of any such foreclosure order or judgment, after delivery of such order or judgment by a Tribal police officer, such police officer may proceed to enter upon any property of the Tribe to remove such personal property or to permit removal by the party in which favor the order or judgment was issued.

6. Appropriation. The Tribal Council appropriates all such funds and revenues of the Odawa Casino and Odawa Resort as shall be required to pay when due all amounts owing by the Tribe under all Financing and Swap Documents, it being intended that this appropriation shall constitute a statute addressing appropriations for Tribal institutions within the meaning of Article XIV(A)(l) of the Constitution (relating to initiatives).

7. Repealer. Any laws, ordinances, rules, regulations, decisions, orders, judgments,

resolutions or other actions, other than the Tribal Constitution of the Tribe, any branch, division, authority, agency, subsidiary, board, commission or other instrumentality of the Tribe, or any of the officers, employees or agents of the foregoing, whether written, unwritten or established by tradition, custom or practice that are in effect and are in conflict with or inconsistent with the terms of this Resolution, the transactions contemplated herein or any provision set forth in the Swap Documents are hereby repealed and annulled to the extent of such conflict or inconsistency, and this Resolution shall supersede the same.

8. Miscellaneous. If any provision of this Resolution or the application of any provision of this Resolution is held to be invalid, the remainder of the Resolution shall not be affected with respect to the same. This Resolution shall become effective as of the date and time of its passage and approval by the Tribal Council, and signature by the Tribal Chairperson, or Tribal Council override of an Executive veto, whichever occurs last.

(Source: TRIBAL RESOLUTION #121015-06)

18.279 AUTHORIZING GIJIGOWI ANISHINAABEMOWIN LANGUAGE DEPARTMENT TO CARRYOVER DEPARTMENT RAISED REVENUE

A. **WHEREAS** the Gijigowi Anishinaabemowin Language Department is charged with the preservation and revitalization of Anishinaabemowin and Anishinaabe culture and the development of Anishinaabemowin resources including curriculum, training aids, video and audio products;

B. **WHEREAS** the Grant, Donation, or Other Funding Policy requires miscellaneous and program revenues received by the Tribe, on a regular basis, be deposited into the Tribe's general fund to be appropriated by Tribal Council, except where Tribal Council has already taken official action to approve automatic deposits into appropriate program accounts;

C. **WHEREAS** the Gijigowi Anishinaabemowin Language Department occasionally produces and sells Anishinaabe language products such as books, books with audio CD, calendars, dvd's, audio cd's, greeting cards, etc. and would like these funds to be carried over until next year.

D. THEREFORE, BE IT RESOLVED that any revenues raised by the sale of Anishinaabe language material that is produced or sold by Gijigowi will rollover to the next fiscal year and will continue to rollover for future fiscal years if unspent including any funds raised in fiscal year 2015. Such funds will be for the sole use of the Gijigowi Anishinaabe Language Department.

E. FURTHER BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #121015-02)

18.280 BUDGET MODIFICATION FOR EMPLOYEE APPRECIATION

A. WHEREAS, In accordance with Waganakising Odawak Statute 2015-004, the modification has been posted to the Tribal Website for (7) seven day and has been submitted to the Tribal Council.

B. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves the budget modification in the amount of $8,000.00 for the purpose of providing funds for Employee Appreciation, and the funds to come from the Political Contributions Line-item.

(Source: TRIBAL RESOLUTION #121015-03)

18.281 BUDGET MODIFICATION FOR COMMUNICATION BUDGET

A. WHEREAS, In accordance with Waganakising Odawak Statute 2015-004, Process for Appropriations of Supplemental Funding, the Appropriations and Finance Committee reviewed information concerning the financial needs communications program; and

B. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves the budget modification in the amount of $4,535.00 to come from budget line-item "*Services to Citizens outside the boundary"* and moved

it to the *consultants* line-item for purpose of providing funding for the Newsletter printing and mailing for LTBB heads of household.

(Source: TRIBAL RESOLUTION #121015-04)

18.282 AUTHORIZING DEPARTMENT OF NATURAL RESOURCES DEPARTMENT TO CARRYOVER FY 2015 TREATY ENHANCEMENT FUNDS, IN THE AMOUNT OF APPROXIMATELY $30,000.00

A. **WHEREAS** the Natural Resources Department is applying through NOAA/State of Michigan Department of Environmental Quality-Office of Great Lakes Coastal Zone Management Program for the Coastal and Estuarine Land Conservation grant;

B. **WHEREAS** the grant would allow the Tribe to purchase property that protects an important coastal and estuarine area from development and would provide access for Tribal Citizens exercising their treaty rights;

C. **WHEREAS** the Coastal and Estuarine Land Conservation grant requires a fifty (50) percent match of funds;

D. **WHEREAS** the Natural Resources Department has approximately $30,000.00 remaining in the Treaty Enhancement line-item in their FY 2015 budget that could be used towards the grant match requirement to purchase the property;

E. **WHEREAS** the Grant, Donation, or Other Funding Policy requires "Prior Period funds" that are the prior years' unrestricted general fund dollars that were budgeted but not expended in the year be returned to the general fund unrestricted balance and be available for appropriation in subsequent years;

F. **WHEREAS** the Natural Resource Department is requesting Tribal Council to take official action to approve the remaining funds in the FY 2015 Department of Natural Resources-Treaty Enhancement line-item be rolled over into their FY 2016 budget.

G. **THEREFORE, BE IT RESOLVED** Tribal Council approves and authorizes the Natural Resources Department to rollover any remaining funds in the FY 2015 Department of Natural Resources-Treaty Enhancement line-item into their FY 2016 budget. Such funds will be for the sole use of providing the required matching funds under the Coastal and Estuarine Land Conservation grant.

H. FURTHER BE IT RESOLVED that in accordance with the Constitution the Executive branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION # 122115-01)

18.283 ***DUPLICATED ENTRY REMOVED***

18.284 AMENDMENT TO TRIBAL RESOLUTION # 042715-01, APPROPRIATION OF FUNDS FOR THE 2016 OPERATING BUDGETS AND RESTATEMENT OF FUNDING ALLOCATION FOR THE 2016 FISCAL YEAR, TO ADDRESS FY 2016 BUDGET EMERGENCY

A. **WHEREAS** in accordance with the Constitution, Tribal Council enacted Tribal Resolution # 042715-01, an annual budget for the fiscal year 2016;

B. **WHEREAS** the FY 2016 Budget, as approved, is $31,914,851.58 and distributed to the Tribal Government Branches as following: $2,212,522.33 for the Legislative Branch; $1,216,000.00 for the Judicial Branch; $106,311.00 for the Election Board; $183,950.00 for the Prosecutor; $28,196,068.25 for the Executive Branch;

C. **WHEREAS** the FY 2016 Budget includes General Fund Revenue and Spending in the amount of $12,700,000 and the estimated revenue distributions from the Odawa Casino Resort to be $12,500,000;

D. **WHEREAS** the FY 2016 Odawa Casino Resort Budget currently estimates the net revenue distributions to the LTBB Government to be $11,385,000 creating a deficit position in the FY 2016 General Fund Budget of $1,115,000.00;

E. **WHEREAS** $600,000 of the budget deficit may be mitigated by emerging economic development efforts;

F. **WHEREAS** the goal of any fiscally responsible government is a balanced budget;

G. **WHEREAS** Waganakising Odawak Statute #2015-016 Tribal Government Budget Formulation Process, Section XVII, states that at any time during the fiscal year, the Treasury Office, based on a revenue analysis and other factors, may recommend to Tribal Council to declare a budget emergency;

H. **THEREFORE, BE IT RESOLVED** that the Tribal Council declares the FY 2016 to be in a state of budget emergency, in accordance with WOS 2015-016.

I. **THEREFORE BE IT FURTHER RESOLVED** to meet the requirement of a balanced budget, the Tribal Government Divisions have amended their General Fund Budgets as follows: Legislative $1,302,688, Judicial $1,095,772, Prosecutor $270,491, Election Board $90,000, Executive $9,423,812.

J. **FINALLY BE IT RESOLVED** that the FY 2016 operating budget is amended as presented, dated December 21, 2015, in the amount of $2,098,284 for the Legislative Branch; $1,095,772 for the Judicial Branch; $90,000 for the Election Board; $270,491 for the Prosecutor; $27,843,068 for the Executive Branch. The amended budget, for a total of $31,397, 615.00, includes the anticipated revenues derived from the casino operation in accordance with the financing loan agreement that is subject to the above funding allocation percentages, and the revenues and expenditures anticipated to be received from grants, carryover funds, taxes, refunds, rents, third party billings, cost recovery and other revenues.

(Source: TRIBAL RESOLUTION #122115-02)

18.285 TO AMEND THE "ADDENDUM A" TO TRIBAL RESOLUTION 061815-01, TO APPROPRIATE TO ODAWA CASINO RESORT THE AMOUNT OF $3,320,000.00 TO COME FROM THE RESTRICTED GENERAL FUND BALANCE FUNDS- ECONOMIC DEVELOPMENT RESERVE AND ALLOW FOR THE RESERVE PROFITS TO IMPLEMENT THE FIVE

YEAR STRATEGIC PLAN

A. **WHEREAS** Tribal Council approved the Little Traverse Bay Bands of Odawa Indians Five-year Strategic Economic Development Plan at its regularly scheduled meeting held on May 7, 2015;

B. **WHEREAS** Tribal Council approved Tribal Resolution 061815-01, to Appropriate to Odawa Casino Resort the Amount of $3,320,000.00 to come from the Restricted General Fund Balance Funds- Economic Development Reserve that allowed OCR to implement Phase I and Phase II of the approved plan.

C. **WHEREAS** Tribal Council approved Tribal Resolution 061815-01, to Appropriate to Odawa Casino Resort the Amount of $3,320,000.00 to come from the Restricted General Fund Balance Funds- Economic Development Reserve that allowed OCR to implement Phase I and Phase II of the approved plan.

D. **WHEREAS** Odawa Casino Resort proposes to amend the Fund Flow re: Economic Development Funds that will allow for quicker payment of incidental cost.

E. **WHEREAS** Odawa Casino Resort proposes to amend the Fund Flow re: Economic Development Funds that will allow for quicker payment of incidental cost.

F. **THEREFORE BE IT RESOLVED** that the "Addendum A"- Flow re: Economic Development Funds- Project Development Checking, is amended to allow for a Project Development Checking funds, as submitted and dated March 1, 2016.

(Source: TRIBAL RESOLTION #030316-01)

18.286 APPROPRIATION OF FUNDS FOR THE 2017 FISCAL YEAR OPERATING BUDGETS

A. **WHEREAS** in accordance with the Constitution, the Tribal Council shall enact an annual budget for the upcoming fiscal year. The budget shall identify all funding sources, appropriations of operating funds and Tribal enterprises. The Budget shall be a Tribal document,

dispersed to Tribal members at the annual meeting of the Tribal Membership, or made available by mail as requested by Tribal members;

B. **WHEREAS** Waganakising Odawak Statute 2015-016, Section XIII.1 states that "The Tribal Council shall approve the annual budget by the annual meeting";

C. **WHEREAS** Waganakising Odawak Statute 2015-016, Section XIII.2 states that "The annual budget shall be approved by Tribal Resolution and shall include an attached detailed worksheet of the tribal-wide budget";

D. **WHEREAS** the FY 2017 Budget is $32,957,630 from the following sources: Enterprise revenue, grants, carryover funds, taxes, refunds, rents, third party billings, cost recovery and other revenues.

E. **THEREFORE, BE IT RESOLVED** that General Fund allocation percentages for FY 2017 be allocated to the Tribal Government at 29.81%, Economic Development at 11.17%, General Welfare at 40.49%, Distributions at 18.37%, Donations at 0.16%;

F. **THEREFORE BE IT FURTHER RESOLVED** that the Tribal Government percentage allocation from above is to be split among all Divisions, based on an anticipated amount of $12,555,312 as follows: Legislative 10.63%, Judicial 9.29%, Prosecutor 2.25%, Executive Branch 76.75%, Election Board 1.08%;

G. **THEREFORE BE IT FURTHER RESOLVED** that the 2017 operating budgets are approved as presented on the budget summary pages, one to four, in the following amounts: Legislative Branch, $2,102,649; Judicial Branch, $1,165,987; Prosecutor, $282,199; Executive Branch, $29,271,189; and Election Board, $135,606. This total budget of $32,957,630 includes the revenues derived from the casino operation in accordance with the financing loan agreement that is subject to the above funding allocation percentages, and the revenues and expenditures anticipated to be received from grants, carryover funds, taxes, refunds, rents, third party billings, cost recovery and other revenues.

H. **FINALLY BE IT RESOLVED** that monies can be transferred to another departmental budget provided it does not exceed four percent (4%) of the total departmental budget from

which it is being transferred and it does not create a new service or program, nor does it cause a material change in an existing service or program by altering the nature or scope of the service or program unless approved by a majority vote of the Tribal Council, in accordance with WOS 2015-016 Section XV, Budget Modifications.

(Source: TRIBAL RESOLUTION #042116-03 by override July 7, 2016)

18.287(9.16)(a) ***Relocated to Land Matters at 18.319(9.16(a)***

18.288(9.16)(a) TO APPROPRIATE FUNDING IN THE AMOUNT OF $671,650.00 TO THE MIN-A-MISKIKI GUMIK FOR A TRIBAL PHARMACY TO COME FROM IHS FUND BALANCE AND 3RD PARTY REVENUE FUND BALANCE

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians, according to the Tribal Constitution, directive principles, is directed to "Promote with special care the health, … of all people" and has established the improvement of public health as among the primary duties of the Government; and

B. WHEREAS funding is needed for an expansion of Health services to include a Pharmacy;

C. THEREFORE BE IT RESOLVED that Council authorizes and approves the use of Third Party Revenue Fund Balance in the amount of $178,200.00 and the use of IHS Fund Balance in the amount of $493,447.14 for the purposes of funding a Pharmacy program the with the intent the Executive Branch not reduce any necessary and current services provided.

(Source: TRIBAL RESOLUTION #091516-04)

18.289(12.16)(a) BUDGET MODIFICATION FOR EMPLOYEE APPRECIATION

A. WHEREAS The Little Traverse Bay Bands of Odawa Indians is governed by a Tribal Constitution adopted by the citizens of the Tribe on February 1, 2005; and

B. **WHEREAS** In accordance with Waganakising Odawak Statute 2015-004, the modification has been posted to the Tribal Website for (7) seven days and has been submitted to the Tribal Council.

C. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves the budget modification in the amount of $10,846.00 for the purpose of providing funds for Employee Appreciation, and the funds to come from the Human Services General Fund.

(Source: TRIBAL RESOLUTION #121516-01)

18.290(4.17)(a) APPROPRIATION OF FUNDS FOR THE 2018 FISCAL YEAR OPERATING BUDGETS

A. **WHEREAS** in accordance with the LTBB Constitution, Tribal Council shall enact an annual budget for the upcoming fiscal year. The budget shall identify all funding sources, appropriations of operating funds and Tribal enterprises. The Budget shall be a Tribal document, dispersed to Tribal members at the annual meeting of the Tribal Membership, or made available by mail as requested by Tribal members;

B. **WHEREAS** Waganakising Odawak Statute 2015-016, Section XIII.1 states that "The Tribal Council shall approve the annual budget by the annual meeting";

C. **WHEREAS** Waganakising Odawak Statute 2015-016, Section XIII.2 states that "The annual budget shall be approved by Tribal Resolution and shall include an attached detailed worksheet of the tribal-wide budget";

D. **WHEREAS** the FY 2018 Budget revenue is $35,540,293.49 from the following sources: Enterprise revenues, grants, carryover funds, taxes, refunds, rents, third party billings, cost recovery and other revenues.

E. **THEREFORE, BE IT RESOLVED** that General Fund allocation percentages for FY 2018 be allocated to the Tribal Government at 30.16%, Economic Development at 14.79%,

General Welfare at 38.59%, Distributions at 16.11%, Donations at 0.35%;

F. THEREFORE BE IT FURTHER RESOLVED that the Tribal Government percentage allocation from above is to be split among all Divisions, based on an anticipated amount of $14,305,000 as follows: Legislative 16.08%, Judicial 9.18%, Prosecutor 2.02%, Executive Branch 72.07%, Election Board .65%;

G. THEREFORE BE IT FURTHER RESOLVED that the FY 2018 operating budgets are approved as presented on the budget summary pages in the following amounts: Legislative Branch, $2,041,206.09; Judicial Branch, $1,313,462.00; Prosecutor, $288,959.99; Executive Branch, $30,831,358.84; Election Board, $92,755.00; Supplemental Funding General Fund $200,000.00; and Economic Development Budget $772,551.57. This total budget of $35,540,293.49 includes the revenues derived from the casino operation in accordance with the financing loan agreement that is subject to the above funding allocation percentages, and the revenues and expenditures anticipated to be received from grants, carryover funds, taxes, refunds, rents, third party billings, cost recovery and other revenues.

H. FINALLY BE IT RESOLVED that monies can be transferred to another departmental budget provided it does not exceed four percent (4%) of the total departmental budget from which it is being transferred and it does not create a new service or program, nor does it cause a material change in an existing service or program by altering the nature or scope of the service or program unless approved by a majority vote of the Tribal Council, in accordance with WOS 2015-016 Section XV, Budget Modifications.

(Source: TRIBAL RESOLUTION #042017-01)

18.291(4.17)(b) USE OF MICHELLE CHINGWA EDUCATION ASSISTANCE ACT FUNDING

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians, enacted WOS 2014-010, Michelle Chingwa Education Assistance Act “to enable present and future generations of Waganakising Odawak to obtain post-secondary educational opportunities”

B. WHEREAS Waganakising Odawak Statute 2014-010, defines Accredited as “shall

apply to those post-secondary institutions of higher education that are accredited by and Agency, organization or State Agency recognized by the United States Department of Education as an accrediting agency (They are listed on the Departments website) … other colleges or programs approved by Tribal Resolution;

C. WHEREAS a Little Traverse Bay Bands of Odawa Indians Tribal Citizen is currently attending the University of Toronto to obtain a PhD in Social Justice, a post-secondary institution that is not accredited by the United States, Department of Education.

D. THEREFORE, BE IT RESOLVED that Tribal Council authorizes the uses of Michelle Chingwa Education Assistance Act funding for the Little Traverse Bay Bands of Odawa Indians Tribal Citizen who is currently attending the University of Toronto to obtain a PhD in Social Justice.

(Source: TRIBAL RESOLUTION #042017-02)

18.292(4.15)(a) ALLOCATION OF GENERAL FUND BALANCE FUNDS TO ADDRESS TRIBAL PRIORITIES OF INVESTMENTS, LEGAL EXPENSES, ECONOMIC DEVELOPMENT AND SUPPLEMENTAL FUNDING

A. WHEREAS the Tribal Constitution directs the Tribal Government to promote the health, educational and economic interests of all the people and authorizes the Tribal Council to appropriate the funds of the Tribe;

B. WHEREAS each year, the Accounting Department and the Treasury Department identify an estimated amount of unrestricted funds from prior years that are reported as "General Fund Balance" and previously known as "Prior Period Funds";

C. WHEREAS to properly carry out the fiscal stewardship responsibilities of the Tribal Government, and to properly manage tribal funds on behalf of and in the best interests of the Tribal Citizens, the Tribal Council has determined the following priorities of funding for FY 2015 general fund balance: retiring long-term debt, litigation expenses, and Supplemental Funding in accordance with the *Process for Appropriations of Supplemental Funding*, WOS

2008-004.

D. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves the following with regard to the allocation and appropriation of the General Fund Balance for FY 2015:

1. Based on the Accounting Department and the Treasury Department's written report to the Tribal Council, which identifies the estimated "General Fund Balance" on 12/31/2014 at $19,300,000.00 with additional funding from the Rescission of Tribal Resolution #010613-02 and Reallocation of Capital Project Fund Monies to the General Fund Balance Funds in the amount of $907,729.00.

2. For Fiscal Year 2015, Tribal Council designates the following monies of the remaining balance of the General Fund Balance and allocates and appropriates as follows:

a. Any monies in the Merrill Lynch investment accounts shall remain as investments which are approximately $6,100,000.00.

b. $4,500,000.00 shall be set aside to cover **legal expenses** of the Tribal Government when those legal expenses are incurred while carrying out the objectives and functions of the Tribal Government as stated in the Tribal Constitution and any funds remaining at the end of FY 2015 shall carry over in accordance with WOS 2011-008, Enjinaaknegeng.

c. $7,307,729.00 shall be set aside for the purposes of **Economic Development** that may include retiring long-term debt for which the Tribe is responsible, whether that debt is for tribal gaming operations or other purposes, and any remaining funds at the end of FY 2015 shall be carried over and continue to be used for economic development until reallocated by Tribal Resolution;

d. The remaining funds, of approximately $2,300,000.00 shall be available for anticipated Revenue shortfall from enterprises and for **Supplemental Funding** in accordance with the *Process for Appropriations of Supplemental Funding*, WOS

2008-004, to be used for any unforeseen or unbudgeted expenses of the Tribal Government during the fiscal year 2015.

E. **FURTHER BE IT RESOLVED** that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #042315-01)

18.293(4.15)(b) UTILITY COSTS FOR THE KINGS INN PROPERTY

A. **WHEREAS** Tribal Council established a Capital Project Fund to pay consultants and vendors who provide services related to the Mackinaw Casino Project with Tribal Resolution **# 010613-02**: *Confirmation of the Establishment of the Capital Project Fund, Remaining Balance, and Payment to Consults and Vendors*;

B. **WHEREAS** utility payments are being paid out of the Capital Project Fund for the Kings Inn property, along with indirect costs, for a total yearly amount of $1,500.00;

C. **WHEREAS** with the passage of Rescission of Tribal Resolution #010613-02 and Reallocation of Capital Project Fund Monies to the General Fund Balance Funds, the utility payments need to be addressed by another fund;

D. **WHEREAS** there already exists a line-item within the Executive budget to cover the costs of property taxes and other land related expenses.

E. **THEREFORE BE IT RESOLVED** that the annual utility costs for the Kings Inn property will be paid by the property tax line-item within the Executive Budget in the approximate amount of $1,500.00.

F. **FURTHER BE IT RESOLVED** that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #042315-03)

18.294(4.15)(c) PREPARE FOR LITIGATION AND APPROPRIATION OF FUNDS

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians Constitution recognizes that as a Tribe *"We will work together in a constructive, cooperative spirit to preserve and protect our lands, resources and Treaty Rights, and the right to an education and a decent standard of living for all our people.";*

B. **WHEREAS** the territory of the Little Traverse Bay Bands of Odawa Indians shall encompass all lands and waters within the Reservation as defined in Article III of the Tribal Constitution: *"Unless otherwise specified in this Constitution "Reservation" means all lands within the boundaries of the reservations for the Little Traverse Bay Bands of Odawa Indians as set out in Article I, paragraphs third and fourth of the Treaty of 1855, 11 Stat. 621, plus any lands set out in Articles Second and Third of the Treaty of March 28, 1836, 7 Stat. 491, . . ."*

C. **WHEREAS** a lawsuit would ask a federal court to recognize that the Reservation as defined in Article III of the Tribal Constitution and that those Treaty boundaries have not been changed or diminished over time.

D. **THEREFORE BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves Hogen Adams PLLC, on behalf of the Tribe, to prepare for litigation and recognition of the LTBB Reservation, including pre-litigation, litigation and post litigation support.

E. **FURTHER BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and appropriates funding to the Enjinaaknegeng carry-over reserve fund in the amount of $4.5 million to cover expenses associated with litigation, including pre and post litigation support, to come from the restricted General Fund Balance Funds- Legal reserve.

F. **FINALLY BE IT RESOLVED** that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #042315-04)

18.295(5.15)(d) ODAWA CASINO RESORT FIVE YEAR STRATEGIC PLAN – PROJECT DEVELOPMENT FUNDING

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians refinanced the casino renegotiated bonds in 2014 and is currently paying on the principal along with interest;

B. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians has lands in the Village of Mackinaw City and the compact between LTBB and the State of Michigan allows for gaming at a "Second Site";

C. **WHEREAS** the original design of the Odawa Casino Resort contemplated an attached hotel and the casino infrastructure would support an attached hotel;

D. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians desires to increase its economic diversity by reducing debt, investing in gaming in the Village of Mackinaw City and building an attached hotel to the existing Odawa Casino Resort;

E. **WHEREAS** the Odawa Casino Resort and the Gaming Authority or its successor has the expertise to develop a five (5) year strategic plan that includes debt reduction, developing a second gaming site and building an attached hotel; and can advise Tribal Council of the costs and benefits associated with the plan.

F. **THEREFORE BE IT RESOLVED** that a five (5) year strategic plan will be developed by the Odawa Casino Resort and the Gaming Authority or its successor, for Tribal Council approval, that includes debt reduction, developing a second gaming site and building an attached hotel to the current Odawa Casino, Petoskey, Michigan.

G. **FURTHER BE IT RESOLVED** that a Project Development checking account will be established and held at the Odawa Casino Resort and administered by Odawa Casino Resort and the Gaming Authority or its successor.

H. **FURTHER BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and appropriates funding to the Odawa Casino Resort Project Development checking account in the amount of $50,000 to come from the restricted General Fund Balance Funds, Economic Development reserve and used to develop and assess the viability of the five (5) year strategic plan.

(Source: TRIBAL RESOLUTION #042315-06)

18.296(4.15)(e) APPROPRIATION OF FUNDS FOR THE 2016 OPERATING BUDGETS AND RESTATEMENT OF FUNDING ALLOCATION FOR THE 2016 FISCAL YEAR

A. WHEREAS Waganakising Odawak Statute 2007-003 states that "By October 15 of each year the Tribal Council shall adopt the Tribal Government priority funding allocation which shall set forth the allocation of funds among the five divisions, (Executive, Legislative, Judicial, Prosecutor, and Election Board), for the fiscal period budgets that will begin 14 1/2 months from this date. Prior to approval of this allocation the Tribal Council may hold public hearings."

B. WHEREAS the Tribal Council set forth a priority allocation that requires adjustment in accordance with the allocation of the funds as set forth in the operating budgets presented by the Appropriations and Finance Committee;

C. WHEREAS in accordance with the Constitution, The Tribal Council shall enact an annual budget for the upcoming fiscal year. The budget shall identify all funding sources, appropriations of operating funds and Tribal enterprises. The Budget shall be a Tribal document, dispersed to Tribal members at the annual meeting of the Tribal Membership, or made available by mail as requested by Tribal members;

D. WHEREAS the FY 2016 Budget is $31,914,851.58 from the following sources: Enterprise revenue, grants, carryover funds, taxes refunds, rents, third party billings, cost recovery and other revenues.

E. THEREFORE, BE IT RESOLVED that General Fund priority allocation percentages for FY 2016 be allocated to the Tribal Government at 30.29%, Economic Development at 9.70%, General Welfare at 41.49%, Distributions at 18.21%, Donations at 0.31%;

F. THEREFORE BE IT FURTHER RESOLVED that the Tribal Government percentage allocation from above is to be split among all Divisions, based on an anticipated amount of $12,700,000 as follows: Legislative 11.16%, Judicial 9.57%, Prosecutor 1.45 %, Election Board

0.84 %, Executive Branch 76.98%;

G. THEREFORE BE IT FURTHER RESOLVED that the 2016 operating budgets are adopted as presented on the approved budget summary pages one to six in the amount of $2,212,522.33 for the Legislative Branch; $1,216,000 for the Judicial branch; $106,311.00 for the Election Board; $183,950 for the Prosecutor; $28,196,068.25 for the Executive Branch. This total budget of $31,914,851.58 includes the revenues derived from the casino operation in accordance with the financing loan agreement that is subject to the above funding allocation percentages, and the revenues and expenditures anticipated to be received from grants, carryover funds, taxes, refunds, rents, third party billings, cost recovery and other revenues.

H. FINALLY BE IT RESOLVED that monies can be transferred to another departmental budget provided it does not exceed fifteen percent (15%) of the total departmental budget from which it is being transferred and it does not create a new service or program, nor does it cause a material change in an existing service or program by altering the nature or scope of the service or program unless approved by a majority vote of the Tribal Council, in accordance with WOS 2008-004 Section V, Budget Modifications, Transfers and Rescissions.

(Source: TRIBAL RESOLUTION #042715-01)

18.297(5.15)(a) TO APPROPRIATE TO ODAWA ECONOMIC DEVELOPMENT MANAGEMENT, INC. (OEDMI) $1,115,700.00 TO COME FROM THE RESTRICTED GENERAL FUND BALANCE FUNDS- ECONOMIC DEVELOPMENT RESERVE

A. WHEREAS OEDMI was created as a Tribally Chartered Corporation through WOS 2009-24 for non-gaming economic development;

B. WHEREAS OEDMI was charged with the development of the property at 1966 US 131 S, Petoskey, MI, now known as The Shops at Victories Center;

C. WHEREAS OEDMI has developed the current site plan proposing a three-phase “lifestyle center” type of mixed-use development that benefits from both excellent U.S. 131 visibility and valuable views from the site to the eastern valley and using a dense site layout and development concept creates a “destination” that results in a shopping atmosphere that

encourages extended stays;

D. **WHEREAS** in order for OEDMI to redevelop the site with a developer, the infrastructure of water and sewer is needed to update the site to hold the capacity of new development;

E. **WHEREAS** after considerable assessment by consultants, Exxel Engineering, John Ernst, PE and Wade Trim, the current sewer and water system will not support the capacity of the site plan;

F. **WHEREAS** in order to maximize revenue returns to the tribe, OEDMI is working with Odawa Casino Resort to utilize the current sanitary sewer system held by the Odawa Casino Resort;

G. **WHEREAS** the onsite sanitary sewer system needs to be connected to OCR to utilize the current sanitary sewer system held by the Odawa Casino Resort and the cost to connect to the existing system and make improvements to the OCR's system is $1,115,700.00;

H. **WHEREAS** the Appropriations and Finance Committee motioned, at its regularly scheduled meeting held on May 12, 2015, to recommend to Tribal Council to approve the appropriation of funds requested from OEDMI, in the amount of $1,115,700.00 to come from the restricted General Fund Balance Funds- Economic Development reserve.

I. **THEREFORE BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and appropriates funding to OEDMI in the amount of $1,115,700.00 to cover expenses associated the sanitary sewer system, to come from the restricted General Fund Balance Funds- Economic Development reserve.

J. **FINALLY BE IT RESOLVED** that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #052115-01)

18.298(5.15)(b) ESTABLISH AN ODAWA ECONOMIC DEVELOPMENT

MANAGEMENT, INC. (OEDMI) LINE OF CREDIT IN THE AMOUNT OF $585,000.00

A. **WHEREAS** OEDMI was created as a Tribally Chartered Corporation through WOS 2009-24 for non-gaming economic development;

B. **WHEREAS** OEDMI was charged with the development of the property at 1966 US 131 S, Petoskey, MI, now known as The Shops at Victories Center;

C. **WHEREAS** OEDMI has developed the current site plan proposing a three-phase "lifestyle center" type of mixed-use development that benefits from both excellent U.S. 131 visibility and valuable views from the site to the eastern valley and using a dense site layout and development concept creates a "destination" that results in a shopping atmosphere that encourages extended stays;

D. **WHEREAS** in order for OEDMI to redevelop the site with a developer, the infrastructure of water and sewer is needed to update the site to hold the capacity of new development;

E. **WHEREAS** after considerable assessment by consultants, Exxel Engineering, John Ernst, PE and Wade Trim, the current sewer and water system will not support the capacity of the site plan;

F. **WHEREAS** in order to maximize revenue returns to the tribe, OEDMI is working with Odawa Casino Resort to utilize the current sanitary sewer system held by the Odawa Casino Resort;

G. **WHEREAS** OEDMI needs a line of credit in the amount $585,000.00 to make sanitary sewer system improvements on the site, and anticipates receiving funds from the developer and Michigan Economic Development Corporation to reimburse the expenses to the Tribe;

H. **WHEREAS** the Appropriations and Finance Committee motioned, at its regularly scheduled meeting held on May 12, 2015, to recommend to Tribal Council to approve the line of credit in the amount $585,000.00, and an appropriation of $1,115,700.00 to come from the restricted General Fund Balance Funds- Economic Development reserve.

I. **THEREFORE BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and establishes a line of credit for Odawa Economic Development Management, Inc. (OEDMI) in the amount of $585,000.00, the cost of sanitary sewer system and all funds extended to OEDMI will be repaid to the Tribe within thirty-six month to come from the cash flow of the restricted General Fund Balance Funds- Economic Development reserve.

J. **FINALLY BE IT RESOLVED** that in accordance with the Constitution the Executive Branch shall administer such funds as established by Tribal Council.

(Source: TRIBAL RESOLUTION #052115-02)

18.299(6.15)(a) TO APPROPRIATE TO ODAWA CASINO RESORT THE AMOUNT OF $3,320,000.00 TO COME FROM THE RESTRICTED GENERAL FUND BALANCE FUNDS- ECONOMIC DEVELOPMENT RESERVE AND ALLOW FOR OCR TO RESERVE PROFITS TO IMPLEMENT THE FIVE YEAR STRATEGIC PLAN

A. **WHEREAS** the Odawa Casino Resort (OCR) presented the Little Traverse Bay Bands of Odawa Indians Five-year Strategic Economic Development Plan dated May 7, 2015 to Tribal Council;

B. **WHEREAS** the plan includes three-phases of development where Phase I of the plan is the building of a casino within the Village of Mackinaw City;

C. **WHEREAS** Tribal Council approved the Little Traverse Bay Bands of Odawa Indians Five-year Strategic Economic Development Plan at its regularly scheduled meeting held on May 7, 2015;

D. **WHEREAS** in order to implement Phase I and Phase II of the approved plan**,** the Odawa Casino Resort and the Gaming Enterprise Board or its successor will need appropriations in the amount of $3,320,000.00.

E. **THEREFORE BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa

Indians Tribal Council authorizes and appropriates funds to Odawa Casino Resort and the Gaming Enterprise Board or its successor in the amount of $3,320,000.00 to implement of the Little Traverse Bay Bands of Odawa Indians Five-year Strategic Economic Development Plan to establish a 64 slot machine and to partially fund the casino expansion to come from the restricted General Fund Balance Funds- Economic Development reserve.

F. FURTHER BE IT RESOLVED Odawa Casino Resort and the Gaming Enterprise Board or its successor can retain from the profits of the Mackinaw Casino the amount of $880,000.00 to complete the RV Park and the casino expansion, and such funds can only be expended if Class III gaming is utilized.

G. FURTHER BE IT RESOLVED that the appropriated funds will be set apart and deposited into account entitled the Odawa Casino Resort Project Development checking account and administered by Odawa Casino Resort and the Gaming Enterprise Board or its successor, in accordance with Addendum A, and such funds shall be carried over each fiscal year.

H. FINALLY BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #061815-01)

18.300(10.15)(a) TRANSFER OF FUNDS FROM THE LEGISLATIVE BRANCH AD-HOC AGRICULTURAL WORK GROUP FUND TO ZIIBIMIJWANG, INC., A TRIBALLY CHARTERED CORPORATION, IN THE AMOUNT OF $31,136,46

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians Tribal Council approved the *Designation of Land Use and Transfer of Property Use* that transferred the house at Ziibimijwang Farm, 5055 Gill Road, Carp Lake, to Ziibimijwang, Inc.;

B. WHEREAS with the transfer of the house to Ziibimijwang, Inc., the corporation will be responsible for the general maintenance of the house located at the Ziibimijwang Farm;

C. WHEREAS the Ad Hoc Agricultural Work Group, (AAWG) was given funding to cover maintenance of the property and house at the Ziibimijwang Farm and with the transfer to

Ziibimijwang, Inc. the AAWG will no longer be in need of the funds.

D. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes the transfer of funds from the Legislative Branch Ad Hoc Agricultural Work Group fund to Ziibimijwang, Inc., a Tribally Chartered Corporation, in the amount of $31,136.46 to maintain the house and surrounding property located at Ziibimijwang Farm.

E. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes the transfer of funds from the Legislative Branch Ad Hoc Agricultural Work Group fund to Ziibimijwang, Inc., a Tribally Chartered Corporation, in the amount of $31,136.46 to maintain the house and surrounding property located at Ziibimijwang Farm.

F. **FURTHER BE IT RESOLVED** that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #100815-01)

18.300(12.15)(a) AMENDMENT TO TRIBAL RESOLUTION # 042715-01, APPROPRIATION OF FUNDS FOR THE 2016 OPERATING BUDGETS AND RESTATEMENT OF FUNDING ALLOCATION FOR THE 2016 FISCAL YEAR, TO ADDRESS FY 2016 BUDGET EMERGENCY

A. **WHEREAS** in accordance with the Constitution, Tribal Council enacted Tribal Resolution # 042715-01, an annual budget for the fiscal year 2016;

B. **WHEREAS** the FY 2016 Budget, as approved, is $31,914,851.58 and distributed to the Tribal Government Branches as following: $2,212,522.33 for the Legislative Branch; $1,216,000.00 for the Judicial Branch; $106,311.00 for the Election Board; $183,950.00 for the Prosecutor; $28,196,068.25 for the Executive Branch;

C. **WHEREAS** the FY 2016 Budget includes General Fund Revenue and Spending in the amount of $12,700,000 and the estimated revenue distributions from the Odawa Casino Resort

to be $12,500,000;

D. **WHEREAS** the FY 2016 Odawa Casino Resort Budget currently estimates the net revenue distributions to the LTBB Government to be $11,385,000 creating a deficit position in the FY 2016 General Fund Budget of $1,115,000.00;

E. **WHEREAS** $600,000 of the budget deficit may be mitigated by emerging economic development efforts;

F. **WHEREAS** the goal of any fiscally responsible government is a balanced budget;

G. **WHEREAS** Waganakising Odawak Statute #2015-016 Tribal Government Budget Formulation Process, Section XVII, states that at any time during the fiscal year, the Treasury Office, based on a revenue analysis and other factors, may recommend to Tribal Council to declare a budget emergency;

H. **THEREFORE, BE IT RESOLVED** that the Tribal Council declares the FY 2016 to be in a state of budget emergency, in accordance with WOS 2015-016.

I. **THEREFORE BE IT FURTHER RESOLVED** to meet the requirement of a balanced budget, the Tribal Government Divisions have amended their General Fund Budgets as follows: Legislative $1,302,688, Judicial $1,095,772, Prosecutor $270,491, Election Board $90,000, Executive $9,423,812.

J. **FINALLY BE IT RESOLVED** that the FY 2016 operating budget is amended as presented, dated December 21, 2015, in the amount of $2,098,284 for the Legislative Branch; $1,095,772 for the Judicial Branch; $90,000 for the Election Board; $270,491 for the Prosecutor; $27,843,068 for the Executive Branch. The amended budget, for a total of $31,397, 615.00, includes the anticipated revenues derived from the casino operation in accordance with the financing loan agreement that is subject to the above funding allocation percentages, and the revenues and expenditures anticipated to be received from grants, carryover funds, taxes, refunds, rents, third party billings, cost recovery and other revenues.

(Source: TRIBAL RESOLUTION #122115-02)

18.300(8.16)(a) BUDGET MODIFICATION FOR SAFETY BUDGET

A. WHEREAS, In accordance with Waganakising Odawak Statute 2015-004, Process for Appropriations of Supplemental Funding, the Appropriations and Finance Committee reviewed the information concerning the financial needs for the safety program; and

B. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approved the budget modification in the amount of $28,400.00 for purpose of providing funds for the Safety position.

(Source: TRIBAL RESOLUTION #081816-02)

18.300(7.17)(a) BUDGET MODIFICATION FOR ELDERS AND CAPITAL IMPROVEMENTS

A. WHEREAS Fringe and Indirect Costs are lower than expected in the FY 2017 Tribal Governmental Budget ; and

B. WHEREAS In accordance with Waganakising Odawak Statute 2015-004, the modification has been posted to the Tribal Website for (7) seven days and has been submitted to the Tribal Council.

C. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves the budget modification of excess fringe and indirect costs in the FY 2017 General Fund Executive Budgets to move $52,000.00 to Elders Department budget and 109,346.00 to Capital Improvements .

(Source: TRIBAL RESOLUTION #062217-01)

18.300(7.17)(b) TO APPROPRIATE TO ODAWA ECONOMIC DEVELOPMENT MANAGEMENT, INC. (OEDMI) $895,559.00 TO COME FROM THE RESTRICTED GENERAL FUND BALANCE FUNDS- ECONOMIC DEVELOPMENT FOR THE SEPTIC EQUALIZATION TANK AT THE ODAWA CASINO RESORT

WASTEWATER TREATMENT FACILITY

A. **WHEREAS** OEDMI was created as a Tribally Chartered Corporation through WOS 2009-24 for non-gaming economic development;

B. **WHEREAS** OEDMI was charged with the development of the property at 1966 US 131 S, Petoskey, MI, now known as The Shops at Victories Center;

C. **WHEREAS** OEDMI has developed the current site plan proposing a three-phase "lifestyle center" type of mixed-use development that benefits from both excellent U.S. 131 visibility and valuable views from the site to the eastern valley and using a dense site layout and development concept creates a "destination" that results in a shopping atmosphere that encourages extended stays;

D. **WHEREAS** in order for OEDMI to redevelop the site, water and sewer infrastructure was needed to update the site to hold the capacity of the new development;

E. **WHEREAS** on May 21, 2015, the Tribal Council appropriated funds to OEDMI to be used to upgrade the Odawa Casino Resort waste water treatment plant in order to hold the capacity needed from the OEDMI site;

F. **WHEREAS** since May 21, 2015 OEDMI and Odawa Casino Resort have been working together pursuant to a Memorandum of Understanding dated September 3, 2015 to upgrade the Odawa Casino Resort waste water treatment plant, and have completed the first two of three phases necessary to upgrade the plant;

G. **WHEREAS** since May 21, 2015 OEDMI and Odawa Casino Resort have learned that the costs to complete the last phase of the waste water treatment plant upgrade is more expensive than anticipated due to a growing economy and more costly material and labor costs;

H. **THEREFORE BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and appropriates funding to OEDMI in the amount of $895,559.00 to cover expenses necessary to complete the waste water treatment plant, to come from the restricted General Fund Balance Funds- Economic Development reserve.

I. **FINALLY BE IT RESOLVED** that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #072717-01)

18.300(12.06)(a) THE ESTABLISHMENT OF A CAPITAL PROJECT FUND FOR THE CONSTRUCTION OF THE FISHERIES ENHANCEMENT FACILITY (HATCHERY) AT THE DRIER ROAD PROPERTY

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians Tribal Council is the elected governing body of the Tribe;

B. **WHEREAS** the Tribe seeks to develop and construct a fisheries enhancement facility that will be used to enhance local populations of culturally significant species;

C. **WHEREAS** excepted benefits of the project include but are not limited to; Increased Self Governance, Treaty Rights Protection, Increased Management and Research Capabilities, Educational and Training Opportunities and Partnerships with other Natural Resource Agencies;

D. **WHEREAS** the Tribal Council has approved the purchase and is seeking to have placed in Trust a eighty acre piece of property on Drier Road for the construction of the facility;

E. **WHEREAS** the Natural Resource Department sought and received grant funds to be used toward the completion and/or construction of the fisheries enhancement facility;

F. **THEREFORE BE IT RESOLVED** that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians hereby establishes a capital project fund for the construction of the Fisheries Enhancement Facility (Hatchery) at the Drier Road. Property and that all expenditures will be done in accordance with the "Policy for the Management of Capital Project Funds";

G. **BE IT FURTHER RESOLVED** that the Fisheries Enhancement Facility capital project fund be initially funded by transferring $250,000 from the 2006 NRD RCDI Fisheries Account

Hatchery line item, 3113-5-6810 to the newly established Fisheries Enhancement Facility capital project fund account.

(Source: TRIBAL RESOLUTION #121706-01)

18.300(8.17)(a) BUDGET MODIFICATION FOR TRADITIONAL POW WOW

A. WHEREAS The Little Traverse Bay Bands of Odawa Indians is governed by a Tribal Constitution adopted by the citizens of the Tribe on February 1, 2005; and

B. WHEREAS In accordance with the WOS 2015-016 Tribal Government Budget Formulation and Modification Statute, the modification has been posted to the Tribal Website for (7) seven days and has been submitted to the Tribal Council.

C. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves the budget modification for the Traditional Pow wow in the amount of $4,660.00.

Source: TRIBAL RESOLUTION #083117-01)

18.300(9.17)(a) USE OF 3RD PARTY SUPPORT REVENUES FOR TRIBAL PHARMACY IN THE AMOUNT OF $292,000.00

A. WHEREAS The Little Traverse Bay Bands of Odawa Indians is governed by a Tribal Constitution adopted by the citizens of the Tribe on February 1, 2005; and

B. WHEREAS More funding is needed to hire another Pharmacist and tech for Prescription services; and

C. WHEREAS In accordance with the WOS 2015-016 Tribal Government Budget Formulation and Modification Statute;

D. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves use of in the amount of $292,000.00 for the

purpose additional staff for the Pharmacy 2017 with funding to come 3rd Party Support Revenues.

(Source: TRIBAL RESOLUTION #092817-02)

18.300(9.17)(b) BUDGET MODIFICATION FOR DETENTION COSTS

A. WHEREAS The Little Traverse Bay Bands of Odawa Indians is governed by a Tribal Constitution adopted by the citizens of the Tribe on February 1, 2005; and

B. WHEREAS In accordance with the WOS 2015-016 Tribal Government Budget Formulation and Modification Statute, the modification has been posted to the Tribal Website for (7) seven days and has been submitted to the Tribal Council.

C. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves the budget modification for Detention costs in the amount of $10,000.00.

(Source: TRIBAL RESOLUTION #092817-03)

18.300(9.17)(c) TO RE-APPROPRIATE TO ODAWA CASINO RESORT THE AMOUNT OF $820,000 TO COME FROM THE RESTRICTED GENERAL FUND BALANCE FUNDS- ECONOMIC DEVELOPMENT RESERVE AND ALLOW FOR OCR TO RESERVE PROFITS TO IMPLEMENT THE UPDATED FIVE YEAR STRATEGIC PLAN

A. WHEREAS Tribal Council approved Tribal Resolution # 061815-01 that appropriated Odawa Casino Resort the Amount of $3,320,000.00 to implement the Little Traverse Bay Bands of Odawa Indians Five-year Strategic Economic Development Plan including the allowance for OCR to Reserve Profits to implement the Five Year Strategic Plan;

B. WHEREAS the Odawa Casino Resort (OCR) has $820,000 remaining from the original appropriation of $3,320,000, and an estimated $810,000 of profits reserved from the Mackinaw

Casino, for fiscal years 2016 and 2017;

C. WHEREAS the Odawa Casino Resort (OCR) presented the updated Little Traverse Bay Bands of Odawa Indians Five-year Strategic Economic Development Plan on August 10, 2017, and provided supplemental information on September 13, 2017, to Tribal Council that included expanding the Mackinaw Casino to 220 machines and adding food and beverage services;

D. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council rescinds Tribal Resolution # 061815-01 and re-appropriates the $820,000 remaining from the original appropriation of $3,320,000 to implement the updated Little Traverse Bay Bands of Odawa Indians Five-year Strategic Economic Development Plan as presented by the Odawa Casino Resort on August 10, 2017, along with supplemental information provided on September 13, 2017.

E. FURTHER BE IT RESOLVED Odawa Casino Resort and the Gaming Enterprise Board or its successor may retain from the profits of the Mackinaw Casino in the estimated amount of $810,000.00 for Fiscal years 2016 and 2017 to implement the updated Little Traverse Bay Bands of Odawa Indians Five-year Strategic Economic Development Plan as presented by the Odawa Casino Resort on August 10, 2017 and supplemented on September 13, 2017.

F. FURTHER BE IT RESOLVED that the appropriated funds will be set apart and deposited into an account entitled the Odawa Casino Resort Project Development checking account and administered by Odawa Casino Resort and the Gaming Enterprise Board or its successor and such funds shall be carried over each fiscal year.

G. FINALLY BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #091417-01)

18.300(12.17)(a) BUDGET MODIFICATION FOR EMPLOYEE APPRECIATION

A. **WHEREAS** The Little Traverse Bay Bands of Odawa Indians is governed by a Tribal Constitution adopted by the citizens of the Tribe on February 1, 2005; and

B. **WHEREAS** In accordance with the Waganakising Odawak Statute 2015-016 Tribal Government Budget Formulation and Modification the modification has been posted to the Tribal Website for (7) days and has been submitted to the Tribal Council;

C. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves the budget modification of $11,000.00 for the purpose of providing funds for Employee Appreciation with funding to come from Capital Expenditures.

(Source: TRIBAL RESOLUTION #121417-01)

18.300(1.18)(a) THE 3RD PARTY SUPPORT REVENUES FOR TRIBAL PHARMACY IN THE AMOUNT OF $242,000 FOR FY 2018

A. **WHEREAS** Tribal Council authorized the use of third-party Support Revenues through Tribal Resolution 092817-02 *Use of 3rd Party Support Revenues for the Tribal Pharmacy in the Amount of 292,000.00* at the end of FY 2017;

B. **WHEREAS** Of the original FY 2017appropriations of $292,000, there remains $242,000;

C. **WHEREAS** In order to utilize these funds, there needs to be an official action of Tribal Council, in accordance with the Grant, Donation and Other Funding Policy and the Tribal Government Budget Formulation and Modification Statute;

D. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves the Pharmacy to utilize over the remaining balance of the original appropriation of 3rd Party Support Revenues in the amount of $242,000.00 to be used in FY 2018.

(Source: TRIBAL RESOLUTION #012518-01)

18.300(1.18)(b) USE OF 3RD PARTY SUPPORT REVENUES FOR ITC MDHHS MENTAL HEALTH BLOCK GRANT MATCH IN THE AMOUNT OF $74,100

A. **WHEREAS** Tribal Council supported the idea to utilize Third- party support revenues in Certified Motion 012518-05 as the match portion for the ITC MDHHS Mental Health Block Grant; and

B. **WHEREAS** In accordance with the WOS 2015-016 Tribal Government Budget Formulation and Modification Statute Tribal Council;

C. **THEREFORE, BE IT RESOLVED,** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves the use of Third Party support revenue in the amount of $74,100.00 for the match portion of ITC MDHHS Mental Health Block Grant.

D. **BE IT FURTHER RESOLVED,** the $74,100.00 in match may be used for the term of the granting period so long as the match is not over the amount of $74,100.00.

(Source: TRIBAL RESOLUTION # 012518-02)

18.300(3.18)(a) USE OF 3RD PARTY SUPPORT REVENUES FOR HEARING AID PROGRAM FY 2018

A. WHEREAS Tribal Council appropriates funds and enacted a statute for Tribal Government Budget Formulation and Modification;

B. WHEREAS In accordance with the WOS 2015-016 Tribal Government Budget Formulation and Modification Statute;

C. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves use of 3rd party support revenues in the amount of $150,000.00 to fund the hearing aid program.

(Source: TRIBAL RESOLUTION #032218-01)

18.300(3.18)(b) USE OF 3RD PARTY SUPPORT REVENUES FOR ELDERS DENTAL PROGRAM FY 2018

A. WHEREAS Tribal Council appropriates funds and enacted a statute for Tribal Government Budget Formulation and Modification;

B. WHEREAS In accordance with the WOS 2015-016 Tribal Government Budget Formulation and Modification Statute;

C. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves use of 3rd party support revenues in the amount of $100,000.00 to fund the Elders Dental program.

(Source: TRIBAL RESOLUTION #032218-01)

18.300(2.18)(a) APPROPRIATION OF FUNDS FOR THE LEGAL FUND-RESERVATION BOUNDARY IN THE AMOUNT OF $1.5 MILLION AND RESTRICT AN ADDITIONAL $1 MILLION FOR A RESERVATION LITIGATION CONTINGENCY, INCLUDING POST LITIGATION SUPPORT

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians Constitution recognizes that as a Tribe *"We will work together in a constructive, cooperative spirit to preserve and protect our lands, resources and Treaty Rights, and the right to an education and a decent standard of living for all our people.";*

B. WHEREAS the territory of the Little Traverse Bay Bands of Odawa Indians shall encompass all lands and waters within the Reservation as defined in Article III of the Tribal Constitution: *"Unless otherwise specified in this Constitution "Reservation" means all lands within the boundaries of the reservations for the Little Traverse Bay Bands of Odawa Indians as set out in Article I, paragraphs third and fourth of the Treaty of 1855, 11 Stat. 621, plus any lands set out in Articles Second and Third of the Treaty of March 28, 1836, 7 Stat. 491, . . ."*

C. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians retained Hogen Adams PLLC, in April of 2015, to file a complaint in the U.S. District Court for the Western District of Michigan against the State of Michigan to obtain a declaratory judgment recognizing the historic Little Traverse Reservation—as established by Executive Orders of 1855 and the 1855 "Treaty with the Ottawa and Chippewa"—and declaring that all lands within the Little Traverse Reservation are Indian country under Federal law, and enjoining the State from its improper exercises of authority within the Reservation;

D. **WHEREAS** in accordance with the Court's schedule, there has been an exchange of Expert Witness Reports (six for the Tribe and six for the Defendants); and discovery, including depositions of all expert witnesses, will continue through May, 2018 with a date for trial set for the late 2018 or early 2019.

E. **THEREFORE BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and appropriates funding to the Enjinaaknegeng – Legal Fund-Reservation Boundary in the amount of $1.5 million to cover expenses associated with litigation, and post litigation support, to come from the General Fund-Fund Balance; and restrict an additional $1 million General Fund, Fund Balance for Legal Fund- Reservation Boundary for a Reservation Litigation contingency, including post litigation support.

F. **FURTHER BE IT RESOLVED** that any remaining balance of the Legal Reservation Boundary fund as the end of the Reservation Litigation, including post litigation support, will be returned to the general fund.

G. **FINALLY BE IT RESOLVED** that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council

(Source: TRIBAL RESOLUTION #022218-02)

18.300(4.18)(a) USE OF 3RD PARTY SUPPORT REVENUES FOR EXPANSION OF DENTAL PROGRAM

A. **WHEREAS** Expansion of the dental care at our Tribal Health Clinic is needed to keep up with the patient load.

B. **WHEREAS** In accordance with the WOS 2015-016 Tribal Government Budget Formulation and Modification Statute;

C. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves the use of 3rd party support revenues in the amount of $274,319.00 for use in FY 2018 for the expansion of the dental program at the Mina Mskiki Gumik Clinic.

(Source: TRIBAL RESOLUTION #041918-01)

18.300(4.19)(b) AMENDED FISCAL YEAR 2018 GOVERNMENTAL BUDGETS

A. **WHEREAS** in accordance with the LTBB Constitution, Tribal Council enact the FY 2018 governmental budget, Tribal Resolution #042017-01, *Appropriation of Funds for the 2018 Fiscal Year Operating Budgets*;

B. **WHEREAS** If at any time during the fiscal year, there is a reduction in the forecasted revenue, the Sr. Financial Analyst shall recommend to Tribal Council to declare a budget emergency;

C. **WHEREAS** in March of 2018, it was reported that there will be a decrease in the anticipated revenue for FY 2018 budget, based on this decrease the Sr. Financial Analyst recommended that a budget emergency should be put in place;

D. **WHEREAS** Tribal Council via the Appropriation and Finance Committee met with the various governmental branches requesting that the branches reduce expenses and implement some cost savings measures by amending the various budgets while safeguarding that such budget reductions and cost savings measures do not impair services, programs or personnel that serve our Tribal Citizens;

E. **WHEREAS** Waganakising Odawak Statute 2015-016, Section XIII.2 states that "The annual budget shall be approved by Tribal Resolution and shall include an attached detailed worksheet of the tribal-wide budget";

F. **WHEREAS** the Appropriation and Finance Committee received the amended governmental budget for FY 2018 from the various branches and has recommended to Tribal Council to adopt the amended governmental budgets with attached detailed worksheet of the tribal-wide budget;

G. **WHEREAS** the amended FY 2018 Budget revenue is $12,578,175.00 from the following sources: Enterprise revenues, grants, Fund Balance, carryover funds, taxes, refunds, rents, third party billings, cost recovery and other revenues;

H. **THEREFORE, BE IT RESOLVED** that General Fund allocation percentages for the amended FY 2018 governmental budget will be allocated to the Tribal Government at 29.84%, Economic Development at 10.71%, General Welfare at 40.73%, Distributions at 18.23%, Donations at 0.40%;

I. **THEREFORE BE IT FURTHER RESOLVED** that the Tribal Government percentage allocation from above is to be split among all Divisions, based on an anticipated amount of $12,578,175.00 as follows: Legislative 9.11%, Judicial 9.70%, Prosecutor 2.29%, Executive Branch 78.16%, Election Board .74%;

J. **THEREFORE BE IT FURTHER RESOLVED** that the amended FY 2018 governmental budgets are approved as presented on the budget summary pages in the following amounts: Legislative Branch, $1,859,997.54; Judicial Branch, $1,220,615.00; Prosecutor, $288,000.00; Executive Branch, $30,352,355.95; Election Board, $92,500.00. This total budget of $33,813,468.49 includes the revenues derived from the casino operation in accordance with the financing loan agreement that is subject to the above funding allocation percentages, and the revenues and expenditures anticipated to be received from grants, carryover funds, taxes, refunds, rents, third party billings, cost recovery and other revenues.

K. **THEREFORE BE IT FURTHER RESOLVED** this Resolution repeals and replaces Tribal Resolution #042017-01, *Appropriation of Funds for the 2018 Fiscal Year Operating*

Budgets.

L. FINALLY BE IT RESOLVED that monies can be transferred to another departmental budget provided it does not exceed four percent (4%) of the total departmental budget from which it is being transferred and it does not create a new service or program, nor does it cause a material change in an existing service or program by altering the nature or scope of the service or program unless approved by a majority vote of the Tribal Council, in accordance with WOS 2015-016 Section XV, Budget Modifications.

Codification Note: For attached detailed worksheet of the tribal-wide budget, See Resolution #041918-02 on the Legislative Website)

(Source: TRIBAL RESOLUTION #041918-02)

18.300(6.18)(a) TO ALLOCATE UNRESTRICTED CASH TO SHORT-TERM INVESTMENT ACCOUNTS IN THE AMOUNT OF $5,000,000.00

A. WHEREAS on September 9, 2012, Tribal Council approved the Waganakising Odawak Statute 2012-012 Investment Statute that sets forth how the Tribe invests its funds that are received from federally funded contracts and programs; LTBB enterprises; and other funds and revenues;

B. WHEREAS on January 23, 2017, Tribal Council approved the Short-Term Investment policy that establishes a process for identifying available cash and converting it into United States Treasury bonds or Certificate of Deposits;

C. WHEREAS in accordance with the Statute and policy, the Office of Finance and Revenue (OFR) with the Tribal Chief Financial Officer (CFO) has determined that there is $5,000,000 of unrestricted cash available to initiate the short-term investment accounts;

D. WHEREAS in accordance with the Statute and policy, the OFR will work with the Tribal CFO to prepare and present a monthly spreadsheet to Tribal Council that makes recommendations on the availability of unrestricted cash and how much of the funds should be withdrawn or deposited.

E. THEREFORE BE IT RESOLVED, that the Little Traverse Bay Bands of Odawa Indians Tribal Council approves and authorizes the Treasurer and the Office of Finance and Revenue - Sr. Finance Analyst to invest the unrestricted available cash in the amount of $5,000,000.00 into short-term investments.

F. FURTHER BE IT RESOLVED, that the Tribal Council may adjust the amount of funds that should be withdrawn or deposited based on the recommendations from the Office of Finance and Revenue (OFR) with the Tribal Chief Financial Officer (CFO).

G. FINALLY BE IT RESOLVED, that the Treasurer and the Sr. Finance Analyst is authorized to execute any documents necessary to invest the unrestricted available cash, administer, and maintain such funds in accordance with the Short-Term Investment Policy.

(Source: TRIBAL RESOLUTION #060718-02)

18.300(6.18)(b) AUTHORIZING THE PLANNING, ZONING AND BUILDING DEPARTMENT TO CARRYOVER FUNDS

A. WHEREAS The Little Traverse Bay Bands of Odawa Indians is governed by a Tribal Constitution adopted by the citizens of the Tribe on February 1, 2005; and

B. WHEREAS The Planning, Zoning and Building Department is charged with the regulation of land use; setting of standards for the construction of buildings, structures, appurtenances, additions and decorations which may accompany them; and other developmental characteristics which may have an effect upon the public health, safety, and general welfare;

C. WHEREAS the Grant, Donation, or Other Funding Policy requires miscellaneous and program revenues received by the Tribe, on a regular basis, be deposited into the Tribe's general fund to be appropriated by Tribal Council, except where Tribal Council has already taken official action to approve automatic deposits into appropriate program accounts;

D. WHEREAS the Planning, Zoning and Building Department collects fees to cover the cost of paying for building project inspections and code reviews and would like these funds to be

carried over for this use. in subsequent years so funds are always available for professional inspection and code review services needed to protect and promote health and safety.

E. THEREFORE, BE IT RESOLVED that any revenues collected for the purpose of paying inspection and code review costs will rollover to the next fiscal year and will continue to rollover for future fiscal years if unspent including any funds collected in fiscal year 2018. Such funds will be for the sole use of paying for the professional inspection and code review services and any related administration costs.

F. FURTHER BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #062818-02)

18.300(6.18)(c) APPROPRIATION OF FUNDS TO ENJINAAKNEGENG (LEGAL) DEPARTMENT FOR LEGAL SERVICES PROVIDED BY MICHIGAN INDIAN LEGAL SERVICES IN THE AMOUNT OF $25,000.00

A. WHEREAS the Waganakising Odawak Nation, known as the Little Traverse Bay Bands of Odawa Indians, and its citizens are vested with inherent sovereignty and right to self-governance;

B. WHEREAS the Little Traverse Bay Bands of Odawa Indians is a federally recognized Indian Tribe under Public Law 103-324, and is a party to numerous Treaties with the United States the most recent of which being the Treaty of Washington of March 28, 1836 (7 Stat. 491) and the Treaty of Detroit of 1855 (11 Stat. 621);

C. WHEREAS the Little Traverse Bay Bands of Odawa Indians Constitution provides the Directive Principle: "*that Promote with special care the health, educational and economic interests of all the people, especially our children and elders, and shall protect them from social injustice and all forms of exploitation*"*;*

D. WHEREAS on June 28, 2018, Tribal Council approved an agreement with Michigan Indian Legal Services (MILS), wherein MILS will provide pre-litigation assessment,

investigation, settlement, and recommendation on sexual harassment and discrimination cases for all employees of the Tribe;

E. **WHEREAS** MILS will charge the Tribe an hourly rate of $150.00 to be paid monthly from the Enjinaaknegeng (Legal) Department;

F. **WHEREAS** the estimated costs for the first year of utilizing MILS for legal services is $25,000.00.

G. **THEREFORE BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and appropriates funding to Enjinaaknegeng (Legal) Department in the amount of $25,000.00 to cover legal expenses of Michigan Indian Legal Services to provide pre-litigation assessment, investigation, settlement, and recommendation on sexual harassment and discrimination cases for all employees of the Tribe government and Enterprises, to come from the General Fund, Fund Balance-Supplemental.

H. **FINALLY BE IT RESOLVED** that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #062818-04)

18.300(7.18)(a) TRANSFER OF FUNDS IN EXCESS OF "THREE YEAR FREE PLAY AMOUNT"

A. **WHEREAS** starting in 2010 the Odawa Casino Resort segregated and maintained funds that represented the difference between the proper GAAP valuation of promotional free play as a zero-cent wager and the artificial assignment of value in calculating amounts due the State and Local Revenue Sharing Board under the Compact;

B. **WHEREAS** the Loan Agreement between the Tribe and Wells Fargo Bank, National Association requires keeping these funds in a Free Play Reserve Account;

C. **WHEREAS** on June 14, 2018, the Tribe and Wells Fargo entered into an amendment to their Amended and Restated Loan Agreement of March 28, 2017. The 2018 Amendment

requires the Tribe to keep Free Play Assessments in the Free Play Reserve Account for the amount accumulated for the past three calendar years. The 2018 Amendment says that "to the extent that the amounts on deposit in the Free Play Reserve Account exceed the Three Year Free Play Amount calculated as of the most recent fiscal year end, the Borrower may withdraw such excess amount from the Free Play Reserve Account and utilize such amount for such purposes as may be authorized by the Tribal Council or otherwise permitted by Applicable Law;

D. WHEREAS as of December 31, 2017 there was $3,403,465 in the Free Play Reserve Account, with the Three Year Free Play amount being $1,111,307, leaving $2,292,158 available for withdrawal.

E. THEREFORE BE IT RESOLVED THAT the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and directs that $2,292,158 be transferred from the Free Play Reserve Account to the Tribal government's Primary Account-General Fund-Fund Balance for future appropriations.

F. FURTHER BE IT RESOLVED THAT the any remaining balance in the Free Play Reserve Account shall be maintained in a segregated account and shall only be released by future Tribal Resolution(s).

Source: TRIBAL RESOLUTION #071218-01)

18.300(7.18)(b) BUDGET MODIFICATION FOR YOUTH SERVICES VEHICLE IN THE AMOUNT OF $42,490.00

A. WHEREAS In accordance with the Waganakising Odawak Statute 2015-016 Tribal Government Budget Formulation and Modification the modification has been posted to the Tribal Website for (7) days and has been submitted to the Tribal Council;

B. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves the budget modification of $42,490.00 for the purpose of providing funds to the Youth Services department to purchase a replacement vehicle.

(Source: TRIBAL RESOLUTION #072818-01)

18.300(7.18)(c) BUDGET MODIFICATION FOR NRD MODULAR IN THE AMOUNT OF $32,000.00

A. WHEREAS In accordance with the Waganakising Odawak Statute 2015-016 Tribal Government Budget Formulation and Modification the modification has been posted to the Tribal Website for (7) days and has been submitted to the Tribal Council;

B. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves the budget modification of $32,000.00 for the purpose of providing funds to the Natural Resources Department to build a modular.

(Source: TRIBAL RESOLUTION #072818-02)

18.300(9.18)(a) BUDGET MODIFICATIONS FOR FY 2018 INCREASED CONSOLIDATED TRIBAL GOVERNMENT PROGRAM (CTGP) RELATED GENERAL FUND NEEDS IN OTHER PROGRAMS

A. WHEREAS The Little Traverse Bay Bands of Odawa Indians is governed by a Tribal Constitution adopted by the citizens of the Tribe on February 1, 2005; and

B. WHEREAS In accordance with the Waganakising Odawak Statute 2015-016 Tribal Government Budget Formulation and Modification the modification has been posted to the Tribal Website for (7) days and has been submitted to the Tribal Council;

C. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves the attached budget modifications for FY 2018 for the purpose of utilizing increased Consolidated Tribal Government Program (CTGP) funds and related General Fund needs in other programs.

(Source: TRIBAL RESOLUTION #092718-02)

18.300(9.18)(b) BUDGET MODIFICATION FOR EDUCATION DEPARTMENT VAN PURCHASE TO NOT EXCEED $35,000.00

A. **WHEREAS** The Little Traverse Bay Bands of Odawa Indians is governed by a Tribal Constitution adopted by the citizens of the Tribe on February 1, 2005; and

B. **WHEREAS** In accordance with the Waganakising Odawak Statute 2015-016 Tribal Government Budget Formulation and Modification the modification has been posted to the Tribal Website for (7) days and has been submitted to the Tribal Council;

C. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves the budget modification to not exceed $35,000.00 for the purpose of providing funds for the Education Department to purchase a van with funding to come from Capital Expenditures.

(Source: TRIBAL RESOLUTION #092718-03)

18.300(11.18)(a) LTBB FISCAL YEAR 2019 BUDGET MODIFICATION FOR TRIBAL WIDE BUDGET FOR ALL GOVERNMENTAL BRANCHES 110918

A. **WHEREAS** in accordance with the LTBB Constitution, Tribal Council shall enact an annual budget for the upcoming fiscal year. The budget shall identify all funding sources, appropriations of operating funds and Tribal enterprises. The Budget shall be a Tribal document, dispersed to Tribal members at the annual meeting of the Tribal Membership, or made available by mail as requested by Tribal members;

B. **WHEREAS** in accordance with the LTBB Constitution, the Chairperson shall submit a proposed budget for the next fiscal year to the Tribal Council;

C. **WHEREAS** the Tribal Chair was asked by the Legislative Leader to submit a modified budget for FY 2019;

D. **WHEREAS** the budget for FY 2019 Tribal Wide Budget is $33,813,468.49 from the following sources: Enterprise revenues, grants, carryover funds, taxes, refunds, rents, third party billings, cost recovery, General Fund-fund balance and other revenues.

E. **WHEREAS** the budget for FY 2019 is modified to $35,355,265.00 from the following sources: Enterprise revenues, grants, carryover funds, taxes, refunds, rents, third party billings, cost recovery, General Fund-fund balance and other revenues.

F. **THEREFORE, BE IT RESOLVED** that the Tribal Government budget is based on the General Fund amount of $12,771,615.00 and Cost Recovery amounts of $10,213,500.00.

G. **THEREFORE, BE IT FURTHER RESOLVED** that the FY 2019 operating budgets are modified to the following levels. General fund: Legislative Branch, from $1,145,900.00 to $1,148,000.00; Judicial Branch, from $1,220,615.00 to $1,245,615.00; Prosecutor, from $288,000.00 to $288,000.00; Executive Branch, from $9,831,160.00 to $9,955,000.00; Election Board, from $92,500.00 to $135,000.00. This results in a total General Fund budget of $12,771,165.00 for FY2019. Cost recovery Funds including indirect, space cost, fringe, and copier are modified to the following levels: Legislative Branch from $714,097.54 to $714,000.00; Executive Branch from $9,350,735.00 to $9,499,500.00. This results in a total of Tribal Wide Cost Recovery Funds of $10,213,500.00. Special Revenue funds are modified from $11,170,460.95 to 12,370,150.00.

H. **FINALLY, BE IT RESOLVED** that monies can be transferred to another departmental budget provided it does not exceed four percent (4%) of the total departmental budget from which it is being transferred and it does not create a new service or program, nor does it cause a material change in an existing service or program by altering the nature or scope of the service or program unless approved by a majority vote of the Tribal Council, in accordance with WOS 2015-016 Section XV, Budget Modifications.

(Source: Tribal Resolution #112118-01)

18.300(12.18)(a) TO APPROPRIATE TO THE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS TRIBALLY CHARTERED CORPORATIONS IN THE AMOUNT OF $40,000.00 TO COME FROM THE RESTRICTED GENERAL FUND BALANCE FUNDS- ECONOMIC DEVELOPMENT RESERVE

A. **WHEREAS** Tribal Council has created several Tribally Chartered Corporation, Odawa Economic Affairs Holding Corporation, Odawa Aviation Corporation, Odawa Construction

Corporation, for non-gaming economic development;

B. WHEREAS each of these corporations have been charged with creating economic opportunities that will benefit the Tribe and its Tribal Citizens.

C. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and appropriates funding to the Tribe's Corporations in the amount of $40,000.00 for startup funding in order to create economic opportunities that will benefit the Tribe and its Tribal Citizens, to come from the restricted General Fund Balance Funds- Economic Development reserve as follows: Odawa Economic Affairs Holding Corporation-$10,000.00; Odawa Aviation Corporation-$10,000.00; Odawa Construction Corporation-$20,000.00.

D. FINALLY BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: Tribal Resolution #122018-05)

18.300(5.19)(a) APPROPRIATION OF FUNDS FOR THE 2020 FISCAL YEAR OPERATING BUDGETS

A. WHEREAS in accordance with the LTBB Constitution, Tribal Council shall enact an annual budget for the upcoming fiscal year. The budget shall identify all funding sources, appropriations of operating funds and Tribal enterprises. The Budget shall be a Tribal document, dispersed to Tribal members at the annual meeting of the Tribal Membership, or made available by mail as requested by Tribal members;

B. WHEREAS Waganakising Odawak Statute 2015-016, Section XIII.1 states that "The Tribal Council shall approve the annual budget by the annual meeting";

C. WHEREAS Waganakising Odawak Statute 2015-016, Section XIII.2 states that "The annual budget shall be approved by Tribal Resolution and shall include an attached detailed worksheet of the tribal-wide budget";

D. **WHEREAS** the FY 2020 Budget revenue is $37,753,819.48 from the following sources: Enterprise revenues, grants, carryover funds, taxes, refunds, rents, third party billings, cost recovery, and other revenues.

E. **THEREFORE, BE IT RESOLVED** that General Fund allocation percentages for FY 2020 be allocated to the Tribal Government at 30.11%, Economic Development at 10.33%, General Welfare at 40.53%, Distributions at 18.64%, Donations at 0.40%;

F. **THEREFORE, BE IT FURTHER RESOLVED** that the Tribal Government percentage allocation from above is to be split among all Divisions, based on an anticipated amount of $37,753,819.48 as follows: Legislative 9.18%, Judicial 9.75%, Prosecutor 2.33%, Executive Branch 78%, Election Board .74%;

G. **THEREFORE, BE IT FURTHER RESOLVED** that Tribal Council rejects the Tribal Chair's proposed budget for FY 2020 and approves the FY 2020 operating budgets as set forth on the budget summary pages and in the attached detailed worksheet of the tribal-wide budget, in the following amounts: Legislative Branch, $1,826,199.48; Judicial Branch, $1,205,615.00; Prosecutor, $287,885.00; Executive Branch, $34,342,620.00; Election Board, $91,500. This total budget of $37,753,819.48 includes the revenues derived from Enterprise revenues, grants, carryover funds, taxes, refunds, rents, third party billings, cost recovery and other revenues and expenditures anticipated to be received from grants, carryover funds, taxes, refunds, rents, third party billings, cost recovery, and other revenues.

H. **FINALLY, BE IT RESOLVED** that monies can be transferred to another departmental budget provided it does not exceed four percent (4%) of the total departmental budget from which it is being transferred and it does not create a new service or program, nor does it cause a material change in an existing service or program by altering the nature or scope of the service or program unless approved by a majority vote of the Tribal Council, in accordance with WOS 2015-016 Section XV, Budget Modifications.

(Source: TRIBAL RESOLUTION #050119-01)

18.300(5.19)(b) APPROPRIATION TO THE PLANNING DEPARTMENT TO OBTAIN ENGINEERED PLANS FOR APARTMENT BUILDING AT

MTIGWAAKIIS HOUSING (MURRAY ROAD), IN THE AMOUNT OF $200,000.00 TO COME FROM THE GENERAL FUND-FUND BALANCE

A. **WHEREAS** the Tribe has an opportunity to apply for funding through the Indian Community Development Block Grant program for housing construction and the application requires engineered plans;

B. **WHEREAS** there may be additional funding sources available that will also require engineered plans.

C. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves supplemental funding for the Planning Department in the amount of $200,000.00 to use solely for the purpose of obtaining engineering plans for apartment buildings to be located at Mtigwaakiis Housing (Murray Road) to come from the General Fund-Fund Balance.

D. **FINALLY, BE IT RESOLVED** the Planning Department shall give preference to LTBB Tribal Citizen Contractors/Vendors and Tribally-owned Corporations in accordance with WOS 2018-019 Contracting Statute, as amended.

(Source: TRIBAL RESOLUTION #052319-01)

18.300(5.19)(c) INCREASE MIS FY2019 OPERATING BUDGET BY $82,000.00 FOR SOFTWARE AND LICENSING AGREEMENTS

A. **WHEREAS** Tribal Council authorizes and appropriates budgets through Tribal Resolution;

B. **WHEREAS** a funding increase is needed to provide Software and licensing agreements for the LTBB Government to add extra protection to our networking systems.

C. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves the increase of $82,000.00 to the FY 2019 MIS

budget for software and licensing agreements.

(Source: TRIBAL RESOLUTION #052319-03)

18.300(5.19)(d) BUDGET MODIFICATIONS FOR FY 2019 IN THE AMOUNT OF $34,532.00 TO FUND FACILITIES

A. WHEREAS In accordance with the Waganakising Odawak Statute 2015-016 Tribal Government Budget Formulation and Modification the modification has been posted to the Tribal Website for (7) days and has been submitted to the Tribal Council ;

B. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves the attached budget modifications for FY 2019 for the purpose of funding the Facility Maintenance General Fund for staff to maintain Tribal roads and infrastructure. $14,532.00 will be reallocated from the Human Services General Fund and $20,000.00 from the Capital Expenditure Fund.

(Source: TRIBAL RESOLUTION #052319.04)

18.300(5.19)(e) BUDGET MODIFICATIONS FOR FY 2019 INCREASED CONSOLIDATED TRIBAL GOVERNMENT PROGRAM (CTGP) RELATED GENERAL FUND NEEDS IN OTHER PROGRAMS

A. WHEREAS In accordance with the Waganakising Odawak Statute 2015-016 Tribal Government Budget Formulation and Modification the modification has been posted to the Tribal Website for (7) days and has been submitted to the Tribal Council;

B. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves the attached budget modifications FY 2019 for the purpose of utilizing increased Consolidated Tribal Government Program (CTPG) funds and related General Fund needs in other programs.

(Source: TRIBAL RESOLUTION #052319-05)

18.600(6.19)(a) AUTHORIZATION OF USE OF THE ODAWA ECONOMIC DEVELOPMENT MANAGEMENT, INC. (OEDMI) LINE OF CREDIT

A. WHEREAS OEDMI was created as a Tribally Chartered Corporation through WOS 2009-24 for non-gaming economic development;

B. WHEREAS OEDMI was charged with the development of the property at 1966 US 131 S, Petoskey, MI, now known as The Shops at Victories Center;

C. WHEREAS Tribal Resolution #052115-02, Establish an Odawa Economic Development Management, Inc. (OEDMI) line of credit in the amount of $585,000.00 that provided funding to OEDM for the cost of sanitary sewer system and the funds were to be repaid to the Tribe within thirty-six months;

D. WHEREAS Tribal Council authorized Tribal Resolution #082318-01, that allowed for the remaining $85,682.92 from the original line of credit to be used for expenses associated with the common areas at the Victories Square site;

E. WHEREAS OEDMI has requested that the $85,682.92 remaining from the original line of credit also be used for potential economic development purposes.

F. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes Odawa Economic Development Management, Inc. (OEDMI) to utilize the remaining funds in the amount of $85,682.92 for expenses associated with the common areas at the Victories Square site and for potential economic development purposes.

G. FURTHER BE IT RESOLVED the time-frame that OEDMI will repay the Tribe the full amount of $585,000.00 is December 31, 2021.

H. FINALLY BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as established by Tribal Council.

(Source: TRIBAL RESOLUTION #062719-01)

18.300(6.19)(b) TO AUTHORIZE ODAWA ECONOMIC DEVELOPMENT MANAGEMENT, INC. (OEDMI) USE OF THE REMAINING FUNDS OF $79,000 FOR ECONOMIC DEVELOPMENT PURPOSES

A. WHEREAS Odawa Economic Development Management, Inc. (OEDMI) was created as a Tribally Chartered Corporation through WOS 2009-24 for non-gaming economic development;

B. WHEREAS OEDMI was charged with the development of the property at 1966 US 131 S, Petoskey, MI, now known as The Shops at Victories Center;

C. WHEREAS Tribal Council authorized by Tribal Resolution #052115-01, that appropriated $1,115,700.00 to OEDMI for a sanitary sewer system that connected to the existing system at the Odawa Casino Resort;

D. WHEREAS of the original appropriations there is approximately $79,000 remaining;

E. WHEREAS OEDMI is requesting the use of the remaining $79,000 be used for economic development purposes;

F. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and approves Odawa Economic Development Management, Inc. to use of the remaining funds of $79,000 for economic development purposes;

G. FINALLY BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #062719-02)

18.300(1.20)(a) AUTHORIZATION OF ODAWA CASINO RESORT BUSINESS BANKING ACCOUNT AND TREASURY MANAGEMENT DOCUMENTS AND LIMITED WAIVER OF SOVEREIGN IMMUNITY AND RELATED MATTERS

A. WHEREAS the Tribal Constitution adopted February 1, 2005 (the "Constitution") provides the authority to the LTTB Tribal Council to establish the management of any and all

economic affairs and enterprises, by Statute, that will further the economic development of the Tribe or its members;

B. **WHEREAS** WOS 2018-016, Gaming Authority Statute was enacted into law on September 13, 2018 (the "Statute"), and provides for the establishment of the Gaming Authority (the "Gaming Authority") as a subordinate entity of LTTB, in accordance with the Constitution;

C. **WHEREAS** the Gaming Authority Statute assigns the duty and authority to the Authority to establish and maintain bank accounts and to manage accounting and cash management as may be necessary for the operations of the Odawa Casino Resort and ancillary enterprises and activities and other LTBB owned enterprises or businesses related to gaming (collectively, the "Enterprises");

D. **WHEREAS** the Gaming Authority desires to designate PNC Bank, National Association ("Bank") as a depository of the Gaming Authority with full authority to accept deposits of money, checks and other instruments (collectively "Items") to the credit of the Gaming Authority in accounts with the Bank in accordance with all written instructions of any person making a deposit, and subject to the present or subsequently amended Business Account Agreement between the Gaming Authority and the Bank (the "Account Agreement");

E. **WHEREAS** the Gaming Authority now wishes to enter into the Bank's agreements for treasury management services including, without limitation, the Bank's Master Agreement for treasury management services, the Account Agreement, the Bank's Master Repurchase Agreement and the Bank's agreements for purchasing card or other commercial card services (collectively such agreements are termed the "Treasury Management Documents");

F. **WHEREAS** one of the purposes of this Resolution is to authorize the execution of the Treasury Management Documents by the Gaming Authority;

G. **WHEREAS** LTBB Tribal Council understands that the Bank requires certain representations and warranties and a limited waiver of sovereign immunity to assure

enforceability of the Treasury Management Documents;

H. NOW THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council hereby approves the Treasury Management Documents and expressly authorizes execution of all such Treasury Management Documents by the Gaming Authority.

I. BE IT FURTHER RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council hereby approves and incorporates into this Resolution the entirety of Exhibit 1 attached hereto containing certain representations, warranties, and a limited waiver of sovereign immunity.

(Source: TRIBAL RESOLUTION #012320-01)

18.300(2.20)(a) SIX-MONTH DELAY IN THE TRANSFER OF FUNDS IN EXCESS OF "THREE YEAR FREE PLAY AMOUNT"

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians ("LTBB") is a federally recognized Indian Tribe under Public Law 103-324, and is a party to numerous Treaties with the United States the most recent of which being the Treaty of Washington of March 28, 1836 (7 Stat. 491) and the Treaty of Detroit of 1855 (11 Stat. 621);

B. WHEREAS Tribal Resolution # 030719-03, Transfer of Funds in Excess of "Three Year Free Play Amount" and direct the Odawa Casino Resort to transfer all funds in the Free Play Escrow Account as of the end of fiscal year 2018 in excess of three years be transferred to the Tribal government and at the end of subsequent years, all funds in excess of three years be calculated and transferred to the Tribal government no later than January 31st of subsequent year.

C. WHEREAS Odawa Casino Resort has requested a six-month delay in the transfer of Funds in Excess of "Three Year Free Play Amount" for FY 2016 in the amount of $332,024.77.

D. THEREFORE, BE IT RESOLVED THAT the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes Odawa Casino Resort to delay in the transfer of Funds

in Excess of "Three Year Free Play Amount" for FY 2016 in the amount of $332,024.77.

E. FURTHER, BE IT RESOLVED THAT the Odawa Casino Resort will transfer the Funds in Excess of "Three Year Free Play Amount" for FY 2016 on or before June 1, 2020, with additional monies comparable to market-rate interest.

F. FINALLY, BE IT RESOLVED THAT in accordance with Tribal Resolution # 030719-03, Transfer of Funds in Excess of "Three Year Free Play Amount", will be transferred to the short-term investment account until the best interest-bearing accounts can be selected for deposit.

(Source: TRIBAL RESOLUTION #013020-01)

18.300(3.20)(a) COVID-19 SUSPENSION OF DEADLINES FOR WOS 2015-016 TRIBAL GOVERNMENT BUDGET FORMULATION AND MODIFICATION PROCESS STATUTE, AND WAVIER OF APPROVAL REQUIREMENT OF GRANT, DONATION, OR OTHER FUNDING POLICY

A. WHEREAS The Little Traverse Bay Bands of Odawa Indian has declared a Tribal Emergency on March 16, 2020, as a result of the Coronavirus Disease 2019 (COVID-19);

B. WHEREAS The Governor of the State of Michigan has issued an Executive Order **"**Stay Home, Stay Safe" No. 2020-21 on March 23, 2020, as a result of the Coronavirus Disease 2019 (COVID-19);

C. WHEREAS the Tribal Government Budget Formulation and Modification Process Statute, WOS 2015-016, has several statutory deadlines including establishing an annual budget calendar, dates of governmental branch hearings, a public hearing, and date for approval of the final budget;

D. WHEREAS the Tribal Government Budget Formulation and Modification Process Statute, WOS 2015-016, has several statutory deadlines including establishing an annual budget calendar, dates of governmental branch hearings, a public hearing, and date for approval of the final budget;

E. **WHEREAS** the Grant, Donation, or Other Funding Policy, January 10, 2020, requires the Appropriation and Finance Committee to make recommendations on funding and grant requests, or shall reject such requests for funding or grants, and shall forward the Committee's recommendations to the Tribal Council;

F. **WHEREAS** in order to effectively prepare the Annual Budget and access potential funds related to COVID-19, Tribal Council will waive the statutory deadlines and policy requirements contained within the Tribal Government Budget Formulation and Modification Process Statute, WOS 2015-016 and Grant, Donation, or Other Funding Policy.

G. **THEREFORE, BE IT RESOLVED** that the Tribal Council approves suspending the deadlines as set forth in WOS 2015-016 Tribal Government Budget Formulation and Modification Process Statute.

H. **FURTHER, BE IT RESOLVED** that the Tribal Council approves any application for funding and/or grants pertaining to emergency needs related to COVID-19, and waives the requirement of prior approval, provided that Tribal Council will receive notice of all funds that are requested related to COVID-19, and reserve the right to reject the funds per the Grant, Donation, or Other Funding Policy. Any grants that require a match or hiring of personnel will require prior approval of Tribal Council.

I. **FINALLY, BE IT RESOLVED** that the deadlines as set forth in WOS 2015-016 Tribal Government Budget Formulation and Modification Process Statute shall be suspended and the Tribal Council requirement of approval for all grants pertaining to emergency needs related to COVID-19 shall be waived for the duration of the Tribal State of Emergency for COVID-19.

(Source: TRIBAL RESOLTUON #032420-01)

18.300(4.20)(a) TRANSFER OF FUNDS FROM LTBB SHORT-TERM INVESTMENT ACCOUNTS TO ODAWA CASINO RESORT IN THE AMOUNT OF $2.3 MILLION AS A RESULT OF THE UNANTICIPATED COVID-19 RELATED EXPENSES

A. **WHEREAS** the Waganakising Odawak, known in English as Little Traverse Bay Bands of Odawa Indians is a nation of citizens with inherent sovereignty and right to self-governance;

B. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians ("LTBB") is a federally recognized Indian Tribe under Public Law 103-324, and is a party to numerous Treaties with the United States the most recent of which being the Treaty of Washington of March 28, 1836 (7 Stat. 491) and the Treaty of Detroit of 1855 (11 Stat. 621);

C. **WHEREAS** Tribal Resolution #030319-03, Transfer of Funds in Excess of "Three Year Free Play Amount" transferred $ 2,654,106.42 from the Odawa Casino Resort to the Tribal Government and the funds were placed in short-term investments;

D. **WHEREAS** in accordance with the agreement between the Little Traverse Bay Bands Odawa (LTBB) Indians and the Health Department of Northwest Michigan (HDNWM)-Relating to Disease and Contamination Control Measures that grants the HDNWM the authority over LTBB Tribal Lands, People on Tribal Lands, and LTBB Tribal members off LTBB Tribal Lands under the Michigan Emergency Management Act (PA 390), MCL 30.401 *et seq*. and the laws of the county(ies) and the United States, LTBB acknowledged the State of Michigan Governor's action under Executive Order No. 2020-9 *Temporary restrictions on the use of places of public accommodation* and closed the Odawa Casino Resort.

E. **WHEREAS** in order to reopen the Odawa Casino Resort, anticipated by May 1, 2020, the National Indian Gaming Commission requires that a certain amount of cash must be on hand at the casino;

F. **WHEREAS** based on the information provided by the Gaming Authority and the Odawa Casino Resort, the Odawa Casino Resort would need $2.3 million in order to have adequate cash on hand and begin operations on May 1, 2020.

G. **THEREFORE, BE IT RESOLVED THAT** the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and directs the transfer of $2.3 million from the LTBB

short-term investment accounts to the Odawa Casino resort as a result of the unanticipated COVID-19 related expenses.

(Source: TRIBAL RESOLUTION #040120-01)

18.300(6.20)(a) AMENDMENT TO FY 2020 BUDGET, TRIBAL RESOLUTION #050119-01 APPROPRIATION OF FUNDS FOR THE 2020 FISCAL YEAR OPERATING BUDGETS, TO ADDRESS EMERGENCY REVENUE SHORTFALL. RESOLUTION# TO BE POSTED TO THE TRIBAL WEBSITE IN ACCORDANCE WITH TRIBAL RESOLUTION # 052920-01, DECLARATION OF A BUDGET EMERGENCY FOR FY2020

A. WHEREAS The Little Traverse Bay Bands of Odawa Indians is governed by a Tribal Constitution adopted by the citizens of the Tribe on February 1, 2005; and

B. WHEREAS In accordance with the Constitution, the Tribal Council enacted Tribal Resolution #050119-01, an annual budget for the fiscal year 2020; and

C. WHEREAS The FY 2020 Budget planned General Fund Revenue in the amount of $12,365,000 for FY 2020; and

D. WHEREAS Due to the COVID-19 Pandemic the General Fund Revenue for FY 2020 is currently estimated to total $5,450,000, creating a deficit position in the FY 2020 Budget of $6,915,000; and

E. WHEREAS $1,316,169.93 of the budget deficit may be offset by General Fund-Fund Balance;

F. THEREFORE, BE IT RESOLVED that the Tribal Council declares the FY 2020 to be in a state of budget emergency, in accordance with WOS 2020-006.

G. FINALLY BE IT RESOLVED that the FY 2020 General Fund portion of the operating budgets is amended as presented, dated June 8, 2020 to the levels set forth on the attached budget

summary pages. The General fund changes are summarized as follows: Legislative Branch, from $1,135,000.00 to $981,272.00; Judicial Branch, from $1,205,615.00 to $473,055.93; Prosecutor, from $287,885.00 to $111,128.00; Executive Branch, from $9,645,000.00 to $5,128,714.00; and Election Board, from $91,500.00 to $72,000.00. This results in a total General Fund portion of the FY 2020 budget of $6,766,169.93.

(Source: TRIBAL RESOLUTION #060820-01

Chapter Three. Land Matters

18.301 APPROVAL OF LEASE WITH BERG PROPERTY FOR NATURAL RESOURCES HUNTING AND GATHER AND APPROPRIATE $8,000 FROM PRIOR PERIOD FUNDS

A. THEREFORE, BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians approves the leases between Daniel S. Berg as lessor, Little Traverse Bay Bands of Odawa Indians as lessee, and authorizes the Tribal Chairman Frank Ettawageshik to sign the leases by and on behalf of the Tribe.

B. FURTHER, BE IT RESOLVED that the Tribal Council appropriate $8,000.00 from prior period funds to be placed within the Executive Budget to fund the lease.

(Source: TRIBAL RESOLUTION # 051709-01)

18.302 REQUEST FOR TRUST ACQUISITION OF PARCEL IN HARBOR SPRINGS, EMMET COUNTY, MI

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians requests that the Secretary of the Interior accept the above described parcel in trust for the Little Traverse Bay Bands of Odawa Indians.

(Source: TRIBAL RESOLUTION # 061409-06)

18.303 AUTHORIZATION TO GRANT EASEMENT TO EMMET COUNTY FOR NON-

MOTORIZED TRAIL ALONG ANDERSON ROAD

A. THEREFORE BE IT RESOLVED that Little Traverse Bay Bands of Odawa Indians authorizes the Grant of Easement for Non-Motorized Trail to Emmet County, and authorizes the Tribal Chairman to execute the Easement by and on behalf of the Tribe.

(Source: TRIBAL RESOLUTION # 080909-02)

18.304 STRATEGIC PLAN FOR TRIBAL LAND ACQUISITION

A. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council approves the Strategic Plan for Land Acquisition dated August 9, 2009 as submitted by the Land and Reservation Committee and requests and authorizes the Tribal Chairman through his administrative oversight authority to implement the plan in conjunction with Tribal Council.

(Source: TRIBAL RESOLUTION # 080909-08)

18.305 BUREAU OF INDIAN AFFAIRS CONSTRUCTION EASEMENT AT NINAATIG DRIVE

A. THEREFORE, BE IT RESOLVED that the Tribal Council hereby approves and grants a construction easement for BIA road improvements within the right-of-way on the above parcel of land. A more clearly defined description of said right-of-way has been provided on LTBB Plat No. 07272-1; (Exhibit A)

B. BE IT FURTHER RESOLVED that the Tribal Council approves and grants a construction easement for the purpose of constructing parking lots and a well house access road. A more clearly defined description has been provided on attached easement map and construction easement description; (Exhibit B)

C. FINALLY BE IT RESOLVED that due to the overall benefits to the Tribe and its members derived from the road improvements, compensation for granting of the construction easement is hereby waived.

(Source: TRIBAL RESOLUTION # 102509-03)

18.306 EXECUTION OF TRUST DEED FOR "MILL STREET" PARCEL

A. THEREFORE BE IT RESOLVED that the Tribal Chairperson and Tribal Treasurer are authorized, by and on behalf of the Little Traverse Bay Bands of Odawa Indians, to execute a warranty deed for the parcel described above transferring title from the Tribe to the United States of America in trust for the Little Traverse Bay Bands of Odawa Indians, and to execute any other documents that may be necessary to complete the trust acquisition, including, but not limited to, the granting of an easement to allow the owner of adjoining lot 12 to occupy a 2 x 20 foot rectangle in the northeast corner of lot 11.

(Source: TRIBAL RESOLUTION # 112209-01)

18.307 APPROVAL OF LEASE WITH BERG PROPERTY FOR NATURAL RESOURCES HUNTING AND GATHERING AND APPROPRIATE $8,000 FROM PRIOR YEAR FUNDS

A. THEREFORE, BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians approves the leases between Daniel S. Berg as lessor, Little Traverse Bay Bands of Odawa Indians as lessee, and authorizes the Tribal Chairman or Vice Chair to sign the lease by and on behalf of the Tribe.

B. FURTHER, BE IT RESOLVED that the Tribal Council appropriate $8,000.00 from prior year funds to be placed within the Executive Budget to fund the lease.

(Source: TRIBAL RESOLUTION # 060610-04)

18.308 REQUEST FOR TRUST ACQUISITION OF PARCELS IN BEAR CREEK TOWNSHIP, EMMET COUNTY, MI

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians requests that the Secretary of the Interior accept the above described parcels in trust for the Little Traverse Bay Bands of Odawa Indians.

(Source: TRIBAL RESOLUTION # 091910-01)

18.309 APPROPRIATIONS TO ODAWA ECONOMIC DEVELOPMENT MANAGEMENT, INC. (OEDMI) IN THE AMOUNT OF $50,000 TO COME FROM PRIOR PERIOD FUNDS

A. THEREFORE BE IT RESOLVED that Tribal Council through its Constitutional duty "authorizes the appropriation" of funding to the Odawa Economic Development Management, Inc. (OEDMI) in the amount of $50,000.00, to come from prior period funds and the Tribal Chairman shall administer his oversight authority to the extent necessary to ensure the administration of such funds.

(Source: TRIBAL RESOLUTION # 030313-01)

18.310 AUTHORIZATION FOR LAND PURCHASE AND APPROPRIATION

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes the Tribal Treasurer or Tribal Chairman to execute any documents necessary to close on the purchase of land parcel #59 [tax ID# 51-15-14-200-095 on Second Street in Harbor Springs, MI for $10,000.00, and appropriates $11,500.00 to cover the purchase price, survey, and closing costs to come from prior period funds.

(Source: TRIBAL RESOLUTION # 012013-01)

18.311 GROUND LEASE TERMINATION

A. WHEREAS by Resolution 102206-01 the Tribal Council approved "Residential Lease of Tribally Owned Land" 2006-02 for Lot 25 of the Village of Wah-Wahs-Noo-Na-Ke;

B. **WHEREAS** the express purpose of that lease as set out in paragraph 3 was for use as lessee's primary residence;

C. **WHEREAS** lessee has ceased using the leased premises as a residence;

D. **THEREFORE BE IT RESOLVED** that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians terminates lease 2006-02, and authorizes the Executive Branch to take any action and execute any documents needed to effectuate this termination.

(Source: TRIBAL RESOLUTION # 070713-02)

18.312 LEASE AND REVENUE ASSIGNMENT FOR 915 EMMET STREET

A. **NOW THEREFORE BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council approves the Lease of tribally owned land at 915 Emmet Street, Petoskey Michigan, in the amount of 600.00 per month; and

B. **FURTHER RESOLVED** the Tribal Treasurer is authorized to sign the above - referenced lease and any and all revenues from this Lease shall be utilized for Maintenance and upkeep of the 915 Emmet Street property.

(Source: TRIBAL RESOLUTION #082114-02)

18.313(2.17)(a) RESCISSION AND REPEAL OF RESOLUTION # 041804-03 REQUEST FOR TRUST ACQUISITION

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians possesses clear title in fee by virtue of the warranty deed recorded at Liber 938 Page 466, Cheboygan County Register of Deeds to the parcel described in that deed. The parcel is situated in the Village of Mackinaw City, Cheboygan County, Michigan.

B. **WHEREAS** the Tribe requested the Secretary of the Interior accept the above described parcel in trust for the Little Traverse Bay Bands of Odawa Indians, but has since decided to

withdrawal this request.

C. THEREFORE BE IT RESOLVED that Resolution #041804-03, Request for Trust Acquisition, is rescinded and repealed in its entirety and is void and of no effect.

(Source: TRIBAL RESOLUTION #020217-02)

18.314(7.15)(a) GRANT OF PERPETUAL RIGHT-OF-WAY TO THE BIA FOR ROAD IMPROVEMENTS ON SHOPS AT VICTORIES TRUST PARCEL

A. WHEREAS the Tribe, through its Tribal Corporation, Odawa Economic Development Management, Inc., is in the process of pursuing non-gaming economic development on Parcel A in the Survey prepared by Benchmark Engineering dated July 7, 2011, Job Number 11-098, which is on land held in trust for the Tribe by the United States in T34N, R5W, Bear Creek Township, Emmet County, Michigan per the trust deeds recorded at Liber 717 Page 157, and Liber 1111 Page 227, Emmet County Records ("Shops at Victories Parcel");

B. WHEREAS per the attached engineer's affidavit signed on June 18, 2015, David Boyle of Northwest Design Group was contracted by the BIA, Great Lakes Agency to prepare the attached survey and legal descriptions of the road, parking lots and utility right-of-ways necessary to develop the Shops at Victories Parcel;

C. WHEREAS the Bureau of Indian Affairs requires the granting of a right-of-way to the BIA in order to authorize road improvements on the Shops at Victories Parcel;

D. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians' Tribal Council grants a perpetual right-of-way to the BIA for road improvements on the Shops at Victories Parcel as depicted and described in the Northwest Design Group survey. Due to the overall benefits to the Tribe and its members derived from the road improvements, compensation for any damages the granting the right-of-way is hereby waived. The Superintendent of the Great Lakes Agency is requested to prepare and recommend approval of the right-of-way documents.

E. FURTHER RESOLVED THAT that the Chairperson or Tribal Administrator, or their duly delegated representatives, are authorized to execute any documentation required concerning the project, for and on behalf of the Little Traverse Bay Bands of Odawa Indians.

(Source: TRIBAL RESOLUTION #070915-01)

18.315(7.15)(b) GRANT OF PERPETUAL UTILITY RIGHT-OF-WAY TO TRIBE FOR PARKING LOTS ON SHOPS AT VICTORIES TRUST PARCEL

A. WHEREAS the Tribe, through its Tribal Corporation, Odawa Economic Development Management, Inc. (OEDMI), is in the process of pursuing non-gaming economic development on Parcel A in the Survey prepared by Benchmark Engineering dated July 7, 2011, Job Number 11-098, which is on land held in trust for the Tribe by the United States in T34N, R5W, Bear Creek Township, Emmet County, Michigan per the trust deeds recorded at Liber 717 Page 157, and Liber 1111 Page 227, Emmet County Records ("Shops at Victories Parcel");

B. WHEREAS per the attached engineer's affidavit signed on June 18, 2015, David Boyle of Northwest Design Group was contracted by the BIA, Great Lakes Agency to prepare the attached survey and legal descriptions of the road, parking lots and utility right-of-ways necessary to develop the Shops at Victories Parcel;

C. WHEREAS the Bureau of Indian Affairs requires the granting of a right-of-way to the Tribe for the parking lots in order to authorize construction on the Shops at Victories Parcel;

D. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians' Tribal Council grants a perpetual right-of-way to the Little Traverse Bay Bands of Odawa Indians for use of the parking lots on the Shops at Victories Parcel as depicted and described in the Northwest Design Group survey. Due to the overall benefits to the Tribe and its members derived from the parking lots, compensation for any damages resulting from the granting the right-of-way is waived, and the Tribe assumes all responsibilities for any damages that may be caused by the development and maintenance of the parking lots. The Superintendent of the Great Lakes Agency is requested to prepare and recommend approval of the right-of-way documents.

E. FURTHER RESOLVED THAT that the Chairperson or Tribal Administrator, or their duly delegated representatives, are authorized to execute any documentation required concerning the project, for and on behalf of the Little Traverse Bay Bands of Odawa Indians.

(Source: TRIBAL RESOLUTION #070915-02)

18.316(7.15)(c) GRANT OF PERPETUAL UTILITY RIGHT-OF-WAY TO TRIBE FOR IMPROVEMENTS ON SHOPS AT VICTORIES TRUST PARCEL

A. WHEREAS the Tribe, through its Tribal Corporation, Odawa Economic Development Management, Inc. (OEDMI), is in the process of pursuing non-gaming economic development on Parcel A in the Survey prepared by Benchmark Engineering dated July 7, 2011, Job Number 11-098, which is on land held in trust for the Tribe by the United States in T34N, R5W, Bear Creek Township, Emmet County, Michigan per the trust deeds recorded at Liber 717 Page 157, and Liber 1111 Page 227, Emmet County Records ("Shops at Victories Parcel");

B. WHEREAS per the attached engineer's affidavit signed on June 18, 2015, David Boyle of Northwest Design Group was contracted by the BIA, Great Lakes Agency to prepare the attached survey and legal descriptions of the road, parking lots and utility right-of-ways necessary to develop the Shops at Victories Parcel;

C. WHEREAS the Bureau of Indian Affairs requires the granting of a utility right-of-way to the Tribe in order to authorize construction on the Shops at Victories Parcel;

D. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians' Tribal Council accepts the grant of a perpetual right-of-way from the BIA for a multiple use utility easement on the Shops at Victories Parcel as depicted and described in the Northwest Design Group survey. Due to the overall benefits to the Tribe and its members derived from the utilities, compensation for any damages resulting from the granting the right-of-way is waived, and the Tribe assumes all responsibilities for any damages that may be caused by the development and maintenance of the utilities. The Superintendent of the Great Lakes Agency is requested to prepare and recommend approval of the right-of-way documents.

E. FURTHER RESOLVED THAT that the Chairperson or Tribal Administrator, or their duly delegated representatives, are authorized to execute any documentation required concerning the project, for and on behalf of the Little Traverse Bay Bands of Odawa Indians.

(Source: TRIBAL RESOLUTION #070915-03)

18.317(4.15)(a) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $120,000 FOR THE LEGISLATIVE BRANCH FY15 BUDGET FOR PURCHASE OF PARCEL 84; "608 SECOND STREET" PROPERTY

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians approved the pursuit of parcel 84, 608 Second Street, Harbor Springs, Michigan;

B. WHEREAS the total to cover paying off the mortgage, equity line, closing fees and title insurance is approximately $120,000.00;

C. WHEREAS the Tribal Council budget for FY15 was approved without funding for land purchases.

D. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding to the Legislative Branch in the amount of $120,000 for the purchasing of land parcel 84, 608 Second Street, Harbor Springs, Michigan, with funding to come from prior period funds.

E. FURTHER BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #040915-03)

18.318(12.13)(a) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $70,220.00 FOR THE LEGISLATIVE BRANCH FY14 BUDGET FOR PURCHASE OF PARCEL 54, 312.5 ACRES OF LAND KNOW AS "TUTHILL FARM" PROPERTY

A. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding to the Legislative Branch in the amount of $70,220 for the annual payment for the financing of parcel 54, consisting of 312.5 acres of land known as "Tuthill Farm" property, with funding to come from prior period funds.

B. FURTHER BE IT RESOLVED that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

C. FINALLYBE IT RESOLVED that any future budgets shall include the annual payment for the "Tuthill Farm" property, for the term of the loan, unless other means are utilized to adequately cover the annual payment of the debt.

(Source: TRIBAL RESOLUTION #121813-01)

18.319(9.16)(a) TO AUTHORIZE FUNDING IN THE AMOUNT OF $35,000 FOR PURCHASE OF PARCEL # 97 TO COME FROM RESERVED GENERAL FUND BALANCE-SUPPLEMENTAL FUNDING

A. WHEREAS Article VII (B)(9) of the LTBB Constitution delegates to the Tribal Council the authority to "Purchase, receive by gift, or otherwise acquire land, interests in land, personal property or other intangible assets which the Tribal Council may deem beneficial to the Little Traverse Bay Bands of Odawa Indians;"

B. WHEREAS by motion of February 18, 2016 Tribal Council authorized making an offer to purchase the parcel designated as #97 located at 4982 Chippewa Drive, Harbor Springs, MI 49740 (Tax ID 05-04-35-101-003);

C. WHEREAS the Tribe and seller have executed a purchase agreement for $69,500.00, the Tribe has paid a deposit of $5,000.00, and the Natural Resources Department has $35,000.00 in authorized carry over funds available to go toward the purchase;

D. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes the Tribal Treasurer or Tribal Chairman to execute any documents necessary to close on the purchase of land parcel #97 (tax ID 05-04-35-101-003) and

appropriates $35,000.00 to cover the remaining portion of the purchase price, survey, and closing costs to come from the reserved general fund balance-supplemental funding.

(Source: TRIBAL RESOLUTION #091516-01)

18.320(4.06)(a)REQUEST FOR TRUST ACQUISITION OF PARCEL IN EMMET COUNTY CROSS VILLAGE, MI

A. WHEREAS the Secretary of the Interior is generally authorized to accept land into trust for the Little Traverse Bay Bands of Odawa Indians ("LTBB" or "Tribe") under the Indian Reorganization Act, 25 U.S.C. § 465, and specifically mandated to accept transfer of lands in trust for LTBB within Emmet and Charlevoix Counties, Michigan under 25 U.S.C. § 1300k-4(a);

B. WHEREAS the Little Traverse Bay Bands of Odawa Indians possesses clear title in fee by virtue of the warranty deed recorded at Liber 1067 Page 867, Emmet County Register of Deeds to the parcel located in Cross Village Township, Emmet County, Michigan described in that deed which it intends to transfer to the United States in trust for the Tribe. The parcel is legally described as;

> [*Legal Description contained in deed recorded at Liber 1067 Page 867 attached to this Resolution as Exhibit 1*]

C. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians requests that the Secretary of the Interior accept the above described parcel in trust for the Little Traverse Bay Bands of Odawa Indians.

(Source: TRIBAL RESOLUTION #040906-01)

18.321(6.06)(a) EXECUTION OF TRUST DEED FOR "DRIER ROAD" PARCEL

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians holds title, by virtue of the warranty deed recorded at Liber 1067 Page 862, Emmet County Register of Deeds to the parcel described in that deed as:

Situated in the Township of McKinley, County of Emmet, State of Michigan, Michigan Meridian, containing approximately 80 acres:

The West ½ of the Southeast of ¼ of Section 9, Township 37 North, Range 4 West

Which the Tribe requested to be accepted into trust by the Secretary of the Interior for the Tribe;

B. **WHEREAS** the Department of the Interior is mandated to accept this parcel into trust under 25 U.S.C. § 1300k-4(a);

C. **THEREFORE BE IT RESOLVED** that Tribal Chairperson Frank Ettawageshik is authorized, by and on behalf of the Little Traverse Bay Bands of Odawa Indians, to execute a warranty deed for the parcel described above transferring title from the Tribe to the United States of America in trust for the Little Traverse Bay Bands of Odawa Indians, and to execute any other documents that may be necessary to complete the trust acquisition.

(Source: TRIBAL RESOLUTION #061106-12)

18.322(6.06)(b) AUTHORIZATION FOR UTILITY EASEMENT ON "DRIER ROAD" PARCEL

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians holds title, by virtue of the warranty deed recorded at Liber 1067 Page 862, Emmet County Register of Deeds to the parcel described in that deed as:

Situated in the Township of McKinley, County of Emmet, State of Michigan, Michigan Meridian, containing approximately 80 acres:

The West ½ of the Southeast of ¼ of Section 9,

Township 37 North, Range 4 West

B. **WHEREAS** the Tribe intends to develop a fish hatchery on this property which will require electricity to accomplish and operate;

C. **THEREFORE BE IT RESOLVED** that Tribal Chairperson Frank Ettawageshik is authorized, by and on behalf of the Little Traverse Bay Bands of Odawa Indians, to execute an easement to Great Lakes Energy for the purpose of providing electric and/or communication service to the property.

(Source: TRIBAL RESOLUTION #061106-03)

18.323(8.06)(a) EXECUTION OF TRUST DEED FOR "HEALTH PARK" PARCEL

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians holds title, by virtue of the warranty deed recorded at liber 1051 page 837, Emmet County Register of Deeds to the parcel described in that deed which is attached to this resolution as exhibit a;

B. **WHEREAS** the Tribe requested by Resolution 041705-02 that the Secretary of the Interior accept the parcel into trust for the Tribe;

C. **WHEREAS** the Department of the Interior is mandated to accept this parcel into trust under 25 U.S.C. § 1300k-4(a);

D. **THEREFORE BE IT RESOLVED** that Tribal Chairperson Frank Ettawageshik is authorized, by and on behalf of the Little Traverse Bay Bands of Odawa Indians, to execute a warranty deed for the parcel described above transferring title from the Tribe to the United States of America in trust for the Little Traverse Bay Bands of Odawa Indians, and to execute any other documents that may be necessary to complete the trust acquisition.

(Source: TRIBAL RESOLUTION #082006-01)

18.324(10.06)(a) APPROVAL FOR LEASES OF TRIBALLY OWNED LAND

A. **WHEREAS** the Housing Department is an Executive department and is charged with the task of providing housing to tribal citizens and to assist tribal citizens in their efforts to obtain housing;

B. **WHEREAS** the leasing of tribally owned land to tribal citizens for the construction or establishment of homes furthers the objective of assisting tribal citizens in obtaining housing;

C. **WHEREAS** the Housing Department has drafted Residential Leases of Tribally Owned Land for Patrick Wemigwase, 2006-01 and Margaret Gasco, 2006-02; and

D. **WHEREAS** article VII, § D(12) of the Constitution requires that the Tribal Council approve leases of Tribally owned land.

E. **THEREFORE, BE IT RESOLVED** Tribal Council hereby approves Residential Lease of Tribal Owned Land 2006-01 and Residential Lease of Tribal Owned Land 2006-02.

F. **FURTHER RESOLVED,** the Executive is authorized to sign the above referenced leases and submit them to the Secretary of Interior for approval and carry out any and all necessary steps to implement the above referenced leases.

(Source: TRIBAL RESOLUTION #102206-01)

18.325(9.17)(a) AD-HOC LAND MANAGEMENT OFFICE COMMITTEE

A. **WHEREAS** the committee would discuss the creation of a Land Management Office, the duties, responsibilities and authority of the Office and make recommendations to Tribal Council and Tribal Chair;

B. **WHEREAS** the Committee will involve individuals from the Legislative, and Executive Branches of Tribal government in order to fully develop the criteria for the Office and has identified the following Committee members: Tribal Chair/Vice Chair or designee, Direct Services Administrator, GIS Director, Planning Director, Facilities Director, two Tribal Councilors and Legislative Services Attorney.

C. THEREFORE, BE IT RESOLVED that the Tribal Council approves the Ad-hoc Land Management Office Committee that is comprised of Tribal Chair/Vice Chair or designee, Direct Services Administrator, GIS Director, Planning Director, Facilities Director, two Tribal Councilors and Legislative Services Attorney.

D. THEREFORE, FURTHER BE IT RESOLVED that the Committee will make recommendations to Tribal Council and Tribal Chair based on their findings.

E. FINALLY, BE IT RESOLVED that the Committee shall serve until the completion of the recommendations or for one year from the date of enactment, whichever is sooner.

(Source: TRIBAL RESOLUTION #092817-06 by Veto Override)

18.326(9.18)(a) APPROVAL OF CONSENT AND AGREEMENT WITH CHEMICAL BANK AND APPROVAL OR AFFIRMATION OF PRIOR APPROVAL OF LEASE, SUBLEASES AND SUB-LEASEHOLD MORTGAGES

A. WHEREAS by Waganakising Odawak Statute 2009-24 the LTBB authorized charter of Tribal corporation, the Odawa Economic Development, Inc. (OEDMI) to pursue non-gaming economic development activities;

B. WHEREAS the Tribal Council has previously approved the following documents relating to economic development of Tribal trust land by the corner of U.S 131 and Lears Rd as more particularly described in the lease and subleases:

The Ground Lease dated July 25, 2012, approved by the Bureau of Indian Affairs on September 25, 2013, between the Tribe as lessor and OEDMI as lessee (“Ground Lease”),

The Ground Sublease dated March 21, 2017 between OEDMI as sublessor and The Shops at Victories Center (TS@VC) as sublessee ("TS@VC Ground Sublease"),

The Phase I Ground Sublease dated March 27, 2018 between TS@VC as sublessor and GNI Phase I, L.L.C. sublessee ("Ground Sublease (Project Land)") pursuant to which GNI is subleasing a portion of Parcel A ("Project Land") from TS@VC to

be used for construction and development of a Courtyard by Marriott Hotel, a Boston's Restaurant, and a related retail building to be leased to various tenants, including Starbucks Corporation (the "Project"),

The Phase II and III Ground Sublease dated August 30, 2018 between TS@VC as sublessor and Geodetic North Investors, L.L.C., as sublessee ("Ground Sublease (Adjacent Land)"), pursuant to which GEO is subleasing from TS@VC a portion of Parcel A that is adjacent to the Project Land ("Adjacent Land").

C. WHEREAS Chemical Bank is loaning GNI Phase I, L.L.C. up to $21,000,000 to finance construction and development of the Project (the "Loan"). In connection with the Loan, Bank and GNI have executed a Loan Agreement, along with a Promissory Note and Leasehold Mortgages (aka subleasehold mortgages), a Security Agreement, and various Collateral Assignments, Guarantees and other "Loan Documents" as defined in the Loan Agreement.

D. WHEREAS Tribal Council has been presented with a Consent and Agreement between Chemical Bank, LTBB, OEDMI, TS@VC, GNI Phase I, L.L.C., and Geodetic North Investors, L.L.C., with regard to the Loan.

E. THEREFORE, BE IT RESOLVED THAT:

1. The Little Traverse Bay Bands of Odawa Indians approves or affirms prior approvals of the Ground Lease, the TS@VC Ground Sublease, the Ground Sublease (Project Land), the Ground Sublease (Adjacent Land) and al Loan documents requiring its approval including the Leasehold Mortgages (aka subleasehold mortgages); and

2. The Little Traverse Bay Bands of Odawa Indians approves the Consent and Agreement, including the limited waiver of sovereign immunity as stated therein, and authorizes the Tribal Chairperson to sign it on behalf of the Tribe.

(Source: TRIBAL RESOLUTION #092718-01)

18.327(10.18)(a) SUPPLEMENTAL FUNDING IN THE AMOUNT OF $180,000 FOR THE LEGISLATIVE BRANCH FY18 BUDGET FOR PURCHASE OF "STONE CIRCLE"

PROPERTY ON BEAVER ISLAND, MICHIGAN TO COME FROM GENERAL FUND-FUND BALANCE

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians approved the pursuit of purchase of "Stone Circle" property on Beaver Island, Michigan;

B. **WHEREAS** the property contains a large portion of the sacred Beaver Island Stone Circle that is patterned after a Native American medicine wheel;

C. **WHEREAS** the property historically and currently is used for Tribal ceremonies, it is the intent of Tribal Council to continue to have the property utilized for ceremonies;

D. **WHEREAS** the Tribal Council budget for FY18 was approved without funding for land purchases.

E. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes and supplements funding to the Legislative Branch in the amount of $180,000 for the purchasing of "Stone Circle" on Beaver Island, Michigan, from General Fund, Fund Balance-Supplemental.

F. **FURTHER BE IT RESOLVED** that in accordance with the Constitution the Executive Branch shall administer such funds as appropriated by Tribal Council.

(Source: TRIBAL RESOLUTION #102718-02)

18.328(2.19)(a) GRANT OF RIGHT-OF-WAY TO PETOSKEY SNOWMOBILE CLUB

A. **WHEREAS** the Tribal Council is empowered to transact business and otherwise act on behalf of the Tribe including in matters involving land use and encumbrances;

B. **WHEREAS** the Bureau of Indian Affairs is requesting permission to survey Tribal trust land in order to prepare a clearly defined description of the right-of-way for LTBB;

C. **WHEREAS** the attached survey, Wade Trim Job # ODW2017-01G and legal description, were prepared for the Tribe through a portion of Tribal trust lands, as described in the trust deeds recorded at Liber 717 Page 157, and Liber 1111 Page 227, Emmet County Records, to prepare a clearly defined description of the right-of-way for the Petoskey Snowmobile Club;

D. **WHEREAS** the Bureau of Indian Affairs requires the granting of a right-of-way to the Petoskey Snowmobile Club to authorize their snowmobile trail on the LTBB trust land described in the attached survey or a new survey prepared by the BIA;

E. **THEREFORE BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians maintains its existing jurisdiction over the land, activities, and persons within the right-of-way and this grant does not diminish to any extent: (a) the Tribe's power to tax the land, any improvements on the land, or any person or activity within, the right-of-way; (b) the Tribe's authority to enforce Tribal law of general or particular application on the land subject to and within the right-of-way, as if there were no grant of right-of-way; (c) the Tribe's inherent sovereign power to exercise civil jurisdiction over non-members on Indian land; or (d) the character of the land subject to the right-of-way as Indian country under 18 U.S.C. §1151.

F. **FURTHER RESOLVED** that the Little Traverse Bay Bands of Odawa Indians shall be the owner of any permanent improvements constructed during the term of the Grant and upon expiration of the Grant said permanent improvements, appurtenances, fixtures and equipment placed within the right-of-way shall be removed taken over by the Tribe at the option of the Tribe.

G. **FURTHER RESOLVED** this Grant may only be amended through written agreement between the Tribe, Petoskey Snowmobile Club and Bureau of Indian Affairs.

H. **FURTHER RESOLVED** this easement may only be assigned with consent by official action of the Tribal Council of the Little Traverse Bay Bands of Odawa Indians and BIA approval and within 30 days.

I. **FURTHER RESOLVED** this easement cannot be mortgaged.

J. **FURTHER RESOLVED** this Grant will be effective on the date it is approved by the BIA.

K. **FURTHER RESOLVED** any disputes regarding violations, abandonment, or non-use may be addressed in accordance with 25 CFR §169.403 and any other applicable Federal or Tribal law or regulation.

L. **FURTHER RESOLVED** the condition for this Grant shall extend to and be binding upon and shall inure to the benefit of the successors of the GRANTEE.

M. **FURTHER RESOLVED** that Grantee Petoskey Snowmobile Club is required to complete construction of the permanent improvements within 24 months of BIA approval of this Grant.

N. **FURTHER RESOLVED** the proposed use is in conformance with applicable LTBB law.

O. **FURTHER RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes the BIA to survey and grant a right-of-way to the Petoskey Snowmobile Club on the portion of trust land shown in the attached survey, or a new survey prepared by the BIA, for a snowmobile trail, and requests the Superintendent of the Great Lakes Agency to prepare and recommend approval of the right-of-way documents.

P. **FINALLY RESOLVED**, that the Tribal Chairperson, or her duly delegated representatives, are authorized to execute any documentation required concerning the project, for and on behalf of the Little Traverse Bay Bands of Odawa Indians.

(Source: TRIBAL RESOLUTION: #020719-01)

18.329(6.19)(a) GRANT OF RIGHT-OF-WAY TO PETOSKEY SNOWMOBILE CLUB

A. **WHEREAS** the Tribal Council is empowered to transact business and otherwise act on behalf of the Tribe including in matters involving land use and encumbrances;

B. **WHEREAS** the Bureau of Indian Affairs is requesting permission to survey Tribal trust land in order to prepare a clearly defined description of the right-of-way for LTBB;

C. **WHEREAS** the attached survey, Wade Trim Job # ODW2017-01G and legal description, were prepared for the Tribe through a portion of Tribal trust lands, as described in the trust deeds recorded at Liber 717 Page 157, and Liber 1111 Page 227, Emmet County Records, to prepare a clearly defined description of the right-of-way for the Petoskey Snowmobile Club;

D. **WHEREAS** the Bureau of Indian Affairs requires the granting of a right-of-way to the Petoskey Snowmobile Club to authorize their snowmobile trail on the LTBB trust land described in the attached survey or a new survey prepared by the BIA;

E. **THEREFORE BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians maintains its existing jurisdiction over the land, activities, and persons within the right-of-way and this grant does not diminish to any extent: (a) the Tribe's power to tax the land, any improvements on the land, or any person or activity within, the right-of-way; (b) the Tribe's authority to enforce Tribal law of general or particular application on the land subject to and within the right-of-way, as if there were no grant of right-of-way; (c) the Tribe's inherent sovereign power to exercise civil jurisdiction over non-members on Indian land; or (d) the character of the land subject to the right-of-way as Indian country under 18 U.S.C. §1151.

F. **FURTHER RESOLVED** that the Little Traverse Bay Bands of Odawa Indians shall be the owner of any permanent improvements constructed during the term of the Grant and upon expiration of the Grant said permanent improvements, appurtenances, fixtures and equipment placed within the right-of-way shall be removed or taken over by the Tribe at the option of the Tribe;

G. **FURTHER RESOLVED** this Grant may only be amended through written agreement between the Tribe, Petoskey Snowmobile Club and Bureau of Indian Affairs.

H. **FURTHER RESOLVED** this easement may only be assigned with consent by official action of the Tribal Council of the Little Traverse Bay Bands of Odawa Indians and BIA approval and within 30 days.

I. **FURTHER RESOLVED** this easement cannot be mortgaged.

J. **FURTHER RESOLVED** this Grant will be effective on the date it is approved by the BIA.

K. **FURTHER RESOLVED** any disputes regarding violations, abandonment, or non-use may be addressed in accordance with 25 CFR § 169.403 and any other applicable Federal or Tribal law or regulation.

L. **FURTHER RESOLVED** the condition of this Grant shall extend to and be binding upon and shall inure to the benefit of the successors of the GRANTEE.

M. **FURTHER RESOLVED** that Grantee Petoskey Snowmobile Club is required to complete construction of the permanent improvements within 24 months of BIA approval of the Grant.

N. **FURTHER RESOLVED** the purpose use is in conformance with applicable LTBB law.

O. **FUTHER RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes the BIA to survey and grant a right-of-way to the Petoskey Snowmobile Club on the portion of trust land shown in the attached survey, or a new survey prepared by the BIA, for a snowmobile trail, and requests the Superintendent of the Michigan Agency to prepare and recommend approval of the right-of-way documents. Due to the overall benefits to the Tribe and its members derived from the improvements, compensation/bonding requirements for any damages from the survey and for the granting of the right-of-way is hereby waived.

P. **FINALLY RESOLVED**, that the Tribal Chairperson, or her duly delegated representatives, are authorized to execute any documentation required concerning the project, for and on behalf of the Little Traverse Bay Bands of Odawa Indians.

(Source: TRIBAL RESOLUTION #062719-03)

18.330(10.19)(a) ACCEPTANCE OF A CHARITABLE CONTRIBUTION OF A HOUSE AND APPROPRIATION OF FUNDS IN THE AMOUNT OF $50,000 TO COVER THE COST OF TRANSPORTING AND PLACEMENT EXPENDITURES TO COME FROM THE GENERAL FUND-FUND BALANCE

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians (LTBB) Tribal Council is the elected legislative body of the Tribe;

B. WHEREAS LTBB recognizes the importance of providing housing for Tribal Citizens;

C. WHEREAS the LTBB Housing Department makes plans and maintains affordable housing for Tribal Citizens;

D. WHEREAS the LTBB community faces a housing shortage, including the number of units available for low-income Tribal families;

E. WHEREAS LTBB has received a charitable contribution of a house from CAK Properties, LLC;

F. WHEREAS the cost of transporting and placement of the house will be approximately $50,000.00;

G. THEREFORE, BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians accepts this charitable contribution of a house from CAK Properties, LLC for the purpose of providing affordable housing, and appropriates $50,000.00 to cover costs the transportation and placement expenditures to come from the General Fund-Fund Balance.

H. FURTHER BE IT RESOLVED, that if the $50,000.00 appropriation is not used in full, the unused portion of the funds will go back to the General Fund.

I. BE IT FURTHER RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Chair is authorized to execute any documents and spend appropriated funds necessary for

the procurement of the house, and that the Tribal Chair and Legislative Leader are both authorized to sign the charitable contribution letter to CAK Properties, LLC.

(Source: TRIBAL RESOLUTION #100119-01)

18.331(5.20)(a) SUPPORTING THE SUBMISSION OF A LOW-INCOME HOUSING TAX CREDIT (LIHTC) APPLICATION TO THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY; CONFIRMING THE TAX ABATEMENT/EXEMPTION TO BE PROVIDED TO THE PROJECT; CONFIRMING SITE PLAN APPROVAL FOR THE PROJECT; CONFIRMING THE PROJECT SITE IS PROPERLY ZONED; CONFIRMING THE PROJECT-BASED TENANT SUBSIDIES TO THE PROJECT; AND CONFIRMING THE RECENT SIGNIFICANT PUBLIC AND PRIVATE INVESTMENTS IN THE PROJECT AREA

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians is governed by a Tribal Constitution adopted by the citizens of the Tribe on February 1, 2005;

B. WHEREAS Odawa Economic Development Management, Inc. ("OEDMI") was created as a Tribally Charter Corporation through WOS 2009-24 for non-gaming economic development;

C. WHEREAS OEDMI has been working with Geodetic North Investors, LLC ("GNI") in various capacities to redevelop the Tribe's former casino site, now known as "Victories Square";

D. WHEREAS on December 3, 2015, OEDMI and GNI formed The Shops at Victories Center, LLC ("TS@VC LLC"), under the Tribe's Limited Liability Code for the purpose of acquiring, developing, and holding property located in Petoskey, Michigan, including the Project property;

E. WHEREAS in pursuit of those purposes, TS@VC LLC, or an entity of which it is a part, intends to submit a Low-Income Housing Tax Credit ("LIHTC") application to the Michigan State Housing Development Authority ("MSHDA") to construct 50 new housing units on the Tribe's trust land in Petoskey, MI in a project known as Victories Square LIHTC Building 4 or

similar name ("Project");

F. **WHEREAS** TS@VC LLC, or an entity of which it is a part, will be forming a limited liability company, known as the Victories Square LIHTC Building 4 LLC or similar name ("Company"), to own and operate the Project;

G. **WHEREAS,** because the Project land is tribal land held in Trust by the United States for the benefit of the Tribe, a federally recognized Indian Tribe, the Project land is exempt from real estate taxes and the Tribe agrees to provide this tax abatement/exemption to the Project for at least the 15-year LIHTC compliance period;

H. **WHEREAS** the Project land is within the Tribe's jurisdiction and the Tribe confirms its approval of the Victories Square site plan, of which the Project land (Lot 4) is a part;

I. **WHEREAS** the Project land is within the Tribe's jurisdiction and subject to the Tribe's zoning regulations and Land Use Statute WOS 2009-007; the Project land is zoned Mixed Use PUD - a designation in which construction of the Project is permitted;

J. **WHEREAS** the Tribe will also be providing Project-Based Tenant Subsidies to eight (8) project units for the 15-year LIHTC compliance period in that the charged rents for those eight (8) units will be no more than 30% of the household's income;

K. **WHEREAS** the Project land is located in an area with recent significant public and private investment. First, the Victories Square Phase I project involved a $27M investment that constructed a 139-room Courtyard Marriott and more than 15,000 square feet of commercial space that includes high profile tenants like Starbucks, T-Mobile, Great Clips and Boston's Restaurant; Phase I was complete in 2019. More than $2M in additional funding was invested in the infrastructure supporting the entire 20-acre Victories Square development. Second, the Victories Square LIHTC Building 4 project is expected to involve an additional $12+M investment. Third, more than $44M of additional investment is planned for the Victories Square development over the next 1-5 years (Phase II), including a second hotel, additional retail space, a live/work building for budding enterprises, and additional residential buildings that could be possible future LIHTC projects; at least $1M of this $44M in Phase II will be spent within the next year. Victories Square Phase II was declared a high priority in OEDMI's Master Plan. In

total, more than $85M will be invested in the Victories Square development, right where the proposed LIHTC Project would be located;

L. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council supports the submission of the LIHTC application to MSHDA to build 50 new units on Tribal trust land in Petoskey, MI in the Victories Square LIHTC Building 4 Project; and

M. FURTHER, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council confirms that the Project land is on tribal trust land exempt from real estate taxes and confirms its intent to provide this tax abatement/exemption to the Project for at least the 15-year LIHTC compliance period; and

N. FURTHER, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council confirms that it has approved the Project's site plan; and

O. FURTHER, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council confirms that the Project site is properly zoned for the Project; and

P. FURTHER, BE IT RESOLVED that the Tribe confirms it will provide Project-Based Tenant Subsidies to eight (8) Project units for the 15-year LIHTC compliance period in that the residents of those eight (8) units will pay no more than 30% of their household income in rent; and

Q. FURTHER, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council approves and authorizes communication with MSHDA to confirm its support for the Project; and

R. FINALLY, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council confirms that there have been recent significant public and private investments in the Project area, including $29M already invested in the infrastructure, hotel and two commercial buildings in Victories Square Phase I, $12+M planned with the Victories Square LIHTC Building 4 Project; and an additional $44M planned in the next 1-5 years (at least $1M of which

will be in the next year) to build additional hotel, retail and residential buildings, all in the Victories Square development of which the LIHTC Project will be a part.

(Source: TRIBAL RESOLUTION #052120-01)

Chapter Four. Sovereign Immunity

18.401 LIMITED SOVEREIGN IMMUNITY WAIVERS IN ODAWA CASINO RESORT CONTRACTS – *Repealed and Replaced by Tribal Resolution #091318-01, See 18.408 of this Chapter*

(Original Source: TRIBAL RESOLUTION # 071011-01 – Repealed by 091318-01)

18.403 AUTHORIZATION OF GOVERNMENT BANKING ACCOUNTS AND TERASURY MANAGEMENT DOCUMENTS, LIMITED WAIVER OF SOVEREIGN IMMUNITY AND RELATED MATTERS

A. NOW THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council hereby approves the Treasury Management Documents, identical to those authorized by Resolution 071011-01 for the Gaming Authority except for modification of the parties, and expressly authorizes execution of all such Treasury Management Documents by the Tribal Chairman; and

B. BE IT FURTHER RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council hereby approves and incorporates into this Resolution the entirety of Exhibit 1 attached hereto containing certain representations, warranties, and a limited waiver of sovereign immunity.

(Source: TRIBAL RESOLUTION # 010813-01)

18.404 AUTHORIZATION OF GOVERNMENT BANKING ACCOUNTS AND TREASURY MANAGEMENT DOCUMENTS, LIMITED WAIVER OF SOVEREIGN IMMUNITY AND RELATED MATTERS

A. NOW THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council hereby approves the Treasury Management Documents, and expressly authorizes execution of all such Treasury Management Documents by the Tribal Chairman; and

B. BE IT FURTHER RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council hereby approves and incorporates into this Resolution the entirety of Exhibit 1 attached hereto containing certain representations, warranties, and a limited waiver of sovereign immunity.

(Source: TRIBAL RESOLUTION # 050513-01)

18.405 AUTHORIZATION OF ODAWA CASINO RESORT BUSINESS BANKING ACCOUNT AND TREASURY MANAGEMENT DOCUMENTS AND LIMITED WAIVER OF SOVEREIGN IMMUNITY AND RELATED MATTERS

A. NOW THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council hereby approves the Treasury Management Documents and expressly authorizes execution of all such Treasury Management Documents by the Gaming Authority; and

B. BE IT FURTHER RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council hereby approves and incorporates into this Resolution the entirety of Exhibit 1 attached hereto containing certain representations, warranties, and a limited waiver of sovereign immunity.

(Source: TRIBAL RESOLUTION # 050513-02)

18.406 AUTHORIZATION OF ODAWA CASINO RESORT BUSINESS BANKING ACCOUNT AND TREASURY MANAGEMENT DOCUMENTS AND LIMITED WAIVER OF SOVEREIGN IMMUNITYAND RELATED MATTERS

A. WHEREAS LTBB Tribal Council understands that the Bank requires certain representations and warranties and a limited waiver of sovereign immunity to assure

enforceability of the Treasury Management Documents;

B. NOW THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council hereby approves the Treasury Management Documents and expressly authorizes execution of all such Treasury Management Documents by the Gaming Authority; and

C. BE IT FURTHER RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council hereby approves and incorporates into this Resolution the entirety of Exhibit 1 attached hereto containing certain representations, warranties, and a limited waiver of sovereign immunity.

(Source: TRIBAL RESOLUTION # 092213-02)

18.407 AUTHORIZATION OF GOVERNMENT BANKING ACCOUNTS AND TREASURY MANAGEMENT DOCUMENTS, LIMITED WAIVER OF SOVEREIGN IMMUNITY AND RELATED MATTERS

A. WHEREAS LTBB Tribal Council understands that the Bank requires certain representations and warranties and a limited waiver of sovereign immunity to assure enforceability of the Treasury Management Documents;

B. NOW THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council hereby approves the Treasury Management Documents, and expressly authorizes execution of all such Treasury Management Documents by the Tribal Chairman; and

C. BE IT FURTHER RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council hereby approves and incorporates into this Resolution the entirety of Exhibit 1 attached hereto containing certain representations, warranties, and a limited waiver of sovereign immunity.

(Source: TRIBAL RESOLUTION # 092213-03)

18.408 LIMITED WAIVER OF SOVEREIGN IMMUNITY

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians Constitution, Article XVIII, Sovereign Immunity, Tribal Immunity from Suit, provides:

The Little Traverse Bay Bands of Odawa Indians, including all subordinate entities, shall be immune from suit except to the extent that the Tribal Council clearly and expressly waives its sovereign immunity, and officials and employees of the Tribe acting within the scope of their duties or authority shall be immune from suit.

B. **WHEREAS** in accordance with the Constitution, Tribal Council has delegated management of any and all economic affairs and enterprises of the Little Traverse Bay Bands of Odawa Indians to Tribally chartered corporations or other subordinate Tribal entities, or where appropriate, to the Executive Branch;

C. **WHEREAS** in accordance with the Constitution, Tribal Chair is to oversee all Tribal Executive departments, boards, commissions and committees created by the Tribal Council;

D. **WHEREAS** the Tribal Chair, Tribally chartered corporations or other subordinate Tribal entities, must enter into a variety of contracts on an almost daily basis to function effectively.

E. **THEREFORE BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council expressly authorizes the Tribal Chair, Executive Departments, Tribally chartered corporations or other subordinate Tribal entities, to waive their Constitutional and common law immunity to suit in the Tribal Court of the Little Traverse Bay Bands of Odawa Indians, including the enforcement of arbitration, when entering into contracts for up to the amount of the contract but not to exceed $750,000.00.

F. **FURTHER BE IT RESOLVED** this authorization only applies to the assets under the direct control of the Tribal Chair, Executive Departments, Tribally chartered corporations or other subordinate Tribal entities.

G. **FURTHER BE IT RESOLVED** any contracts that allow for any other jurisdiction other than Tribal Court must have prior approval by Tribal Council. Any contracts over $750,000.00

must have prior approval by Tribal Council.

H. FINALLY, BE IT RESOLVED that any and all previous authorizations for limited waivers of sovereign immunity, including Certified Motion #091114-03**,** *Limited Sovereign Immunity Waivers in Odawa Casino Resort Contracts*, are repealed and replaced by this Tribal Resolution.

(Source: TRIBAL RESOLUTION #091318-01)

18.409(6.20)(a) LIMITED WAIVER OF SOVEREIGN IMMUNITY FOR GREEN SUNRISE PRODUCTS LLC PETOSKEY MARIJUANA RETAIL LICENSE AND RELATED MATTERS

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians is a federally recognized Indian Tribe under Public Law 103-324, and is a party to numerous Treaties with the United States the most recent of which being the Treaty of Washington of March 28, 1836 (7 Stat. 491) and the Treaty of Detroit of 1855 (11 Stat. 621); and

B. WHEREAS Green Sunrise Products LLC has submitted an application Recreational: AU-RA-000255 to the Michigan Regulatory Agency (MRA) for a State of Michigan license to operate a retail establishment under the Michigan Regulation and Taxation of Marihuana Act (MRTMA), MCL 333.27101 *et seq*., and associated administrative rules; and

C. WHEREAS The proposed marijuana establishment is located at 1345 US 31 North, Petoskey, Michigan, on land held in trust for the Tribe by the United States and leased from the Tribe to Green Sunrise Products LLC ("the premises"); and

D. WHEREAS The Tribe does not hold any direct or indirect ownership interest in Green Sunrise Products LLC, does not exercise any managerial control over Green Sunrise Products LLC, and does not fall within the definition of "applicant" under MRTMA or associated administrative rules for purposes of Green Sunrise Products LLC's application; and

E. WHEREAS The Marijuana Regulatory Agency (MRA) is responsible for administering and enforcing the State of Michigan's marijuana laws and associated administrative rules,

including conducting background investigations and inspections of applicants and licensees, investigating alleged violations, and taking disciplinary and other enforcement action against applicants and licensees; and

F. **WHEREAS** The Michigan Department of Treasury (Treasury) and the State Treasurer are responsible for implementing, administering, and ensuring the collection of any taxes imposed under MRTMA and any other applicable taxes imposed under State of Michigan law and associated administrative rules and for administering and/or directing the investment of the funds created under MRTMA; and

G. **WHEREAS** State and local law enforcement are responsible for enforcing and for assisting the MRA in administering and enforcing the State of Michigan's marijuana laws and associated administrative rules, including by conducting background investigations and criminal history checks of applicants and conducting investigations of applicants and licensees to ensure compliance; and

H. **WHEREAS** State of Michigan building code officials, code enforcement officials, and fire officials (collectively, "state building and fire officials") are responsible for enforcing and for assisting the MRA in administering and enforcing the State of Michigan's marijuana laws and associated administrative rules, including by conducting inspections of applicants and licensees; and

I. **WHEREAS** The Tribe desires to lease the premises to Green Sunrise Products LLC for the purpose of Green Sunrise Products LLC participating in the State of Michigan marijuana industry subject to the same requirements, privileges, and responsibilities as any other similarly situated entity outside the Tribe's reservation and trust lands; and

J. **WHEREAS** Any actions by the Tribe that attempt to bar the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or Treasury, state and local law enforcement, or state building and fire officials from entering the premises as permitted under MRTMA and associated administrative rules may result in the denial, suspension, and/or revocation of any state license sought by or issued to Green Sunrise Products LLC; and

K. **WHEREAS** The Tribe has authority under the Constitution of the Little Traverse Bay Bands of Odawa Indians as adopted on February 2, 2005 to waive tribal sovereign immunity and tribal court jurisdiction and to waive any right the Tribe may have to exclude persons from its reservation or trust lands by either Tribal Resolution and/or Certified Motion, the Tribe has provided a copy of the Constitution of the Little Traverse Bay Bands of Odawa Indians as adopted on February 2, 2005; and WOS 2015-019 Administrative Procedures Act, to the MRA, and this waiver is consistent with the Constitution of the Little Traverse Bay Bands of Odawa Indians as adopted on February 2, 2005; and WOS 2015-019 Administrative Procedures Act; and

L. **WHEREAS** The Tribe finds that the waiver of the right to exclude and the waiver of sovereign immunity and tribal court jurisdiction contained in this resolution are necessary in order for Green Sunrise Products LLC to obtain and maintain a license to operate a marijuana establishment on the premises; and

M. **WHEREAS** The Tribe voluntarily provides this waiver of the right to exclude and this waiver of sovereign immunity and tribal court jurisdiction.

N. **THEREFORE, BE IT RESOLVED THAT:**

1. The Little Traverse Bay Bands of Odawa Indians Tribe expressly waives any right that the Tribe may have to exclude the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or Treasury, state and local law enforcement, or state building and fire officials from entering the premises as permitted under MRTMA, applicable tax statutes, and associated administrative rules, without a warrant and without notice to Green Sunrise Products LLC or the Tribe, for the purpose of administering and enforcing the State of Michigan's marijuana laws, applicable tax laws, and associated administrative rules.

2. The right of the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or the Treasury, state and local law enforcement, and state building and fire officials to enter the premises includes the right to go inside, outside, over, or below any structure or feature on the premises in any matter related to Green Sunrise Products LLC's application or licensure; conduct investigations and inspections; inspect, examine, and audit relevant records of Green Sunrise Products LLC; and

impound, seize, assume physical control of, or summarily remove records from the premises if Green Sunrise Products LLC fails to cooperate with an investigation.

3. This limited waiver of the right to exclude is solely for the purpose of ensuring the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or Treasury, state and local law enforcement, and state building and fire officials have the ability to exercise all authorities, powers, duties, functions, and responsibilities under State of Michigan law and associated administrative rules for the specific purposes identified in this resolution.

4. The Tribe expressly waives its sovereign immunity for the purpose of subjecting the Tribe to the jurisdiction of State of Michigan courts, administrative agencies, and law enforcement agencies for the sole purpose of enforcing this waiver of the Tribe's right to exclude. No pledge of specific assets by the Tribe is necessary to satisfy any judgment or decision obtained in a State of Michigan court action or administrative proceeding contemplated by this paragraph.

5. This waiver of the Tribe's right to exclude and limited waiver of sovereign immunity shall take effect immediately.

6. This waiver of the Tribe's right to exclude and limited waiver of sovereign immunity shall continue in effect so long as the above-referenced state license, if issued to Green Sunrise Products LLC, is in effect; for the duration of any dispute arising out of or related to the license or operations under the license; and to allow the MRA to take action after expiration of the license as permitted under State of Michigan law and associated administrative rules.

7. If Green Sunrise Products LLC's application for a state license is denied, this waiver of the Tribe's right to exclude and limited waiver of sovereign immunity shall continue in effect for the duration of any administrative or judicial proceedings related to the license denial, including any appeals.

8. The Tribe, pursuant to Constitution of the Little Traverse Bay Bands of Odawa Indians as adopted on February 2, 2005 expressly waives the jurisdiction of Little Traverse Bay

Bands of Odawa Indians Tribal Court with respect to any claim or cause of action arising out of or within the scope of this resolution, including but not limited to any claim or cause of action initiated by the Tribe.

9. The Tribe acknowledges that if this limited waiver of sovereign immunity is rescinded or otherwise made ineffective, or if the Tribe asserts any right it may have to exclude the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or Treasury, state and local law enforcement, or state building and fire officials from entering the premises in any matter related to Green Sunrise Products LLC's application or licensure, the MRA may in its discretion deny, suspend, revoke, restrict, refuse to renew, impose a fine against, and/or take other disciplinary action against any state license sought by or issued to Green Sunrise Products LLC.

(Source: TRIBAL RESOLUTION #061920-01)

18.410(6.20)(b) LIMITED WAIVER OF SOVEREIGN IMMUNITY FOR GREEN SUNRISE PRODUCTS LLC MACKINAW CITY MARIJUANA RETAIL LICENSE AND RELATED MATTERS

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians is a federally recognized Indian Tribe under Public Law 103-324, and is a party to numerous Treaties with the United States the most recent of which being the Treaty of Washington of March 28, 1836 (7 Stat. 491) and the Treaty of Detroit of 1855 (11 Stat. 621); and

B. WHEREAS Green Sunrise Products LLC has submitted an application Recreational: AU-RA-000258 to the Michigan Regulatory Agency (MRA) for a State of Michigan license to operate a retail establishment under the Michigan Regulation and Taxation of Marihuana Act (MRTMA), MCL 333.27101 *et seq*., and associated administrative rules; and

C. WHEREAS The proposed marijuana establishment is located at 1020 South Nicolet Street, Mackinaw City, Michigan, on land held in trust for the Tribe by the United States and leased from the Tribe to Green Sunrise Products LLC ("the premises"); and

D. **WHEREAS** The Tribe does not hold any direct or indirect ownership interest in Green Sunrise Products LLC, does not exercise any managerial control over Green Sunrise Products LLC, and does not fall within the definition of "applicant" under MRTMA or associated administrative rules for purposes of Green Sunrise Products LLC's application; and

E. **WHEREAS** The Marijuana Regulatory Agency (MRA) is responsible for administering and enforcing the State of Michigan's marijuana laws and associated administrative rules, including conducting background investigations and inspections of applicants and licensees, investigating alleged violations, and taking disciplinary and other enforcement action against applicants and licensees; and

F. **WHEREAS** The Michigan Department of Treasury (Treasury) and the State Treasurer are responsible for implementing, administering, and ensuring the collection of any taxes imposed under MRTMA and any other applicable taxes imposed under State of Michigan law and associated administrative rules and for administering and/or directing the investment of the funds created under MRTMA; and

G. **WHEREAS** State and local law enforcement are responsible for enforcing and for assisting the MRA in administering and enforcing the State of Michigan's marijuana laws and associated administrative rules, including by conducting background investigations and criminal history checks of applicants and conducting investigations of applicants and licensees to ensure compliance; and

H. **WHEREAS** State of Michigan building code officials, code enforcement officials, and fire officials (collectively, "state building and fire officials") are responsible for enforcing and for assisting the MRA in administering and enforcing the State of Michigan's marijuana laws and associated administrative rules, including by conducting inspections of applicants and licensees; and

I. **WHEREAS** The Tribe desires to lease the premises to Green Sunrise Products LLC for the purpose of Green Sunrise Products LLC participating in the State of Michigan marijuana industry subject to the same requirements, privileges, and responsibilities as any other similarly situated entity outside the Tribe's reservation and trust lands; and

J. **WHEREAS** Any actions by the Tribe that attempt to bar the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or Treasury, state and local law enforcement, or state building and fire officials from entering the premises as permitted under MRTMA and associated administrative rules may result in the denial, suspension, and/or revocation of any state license sought by or issued to Green Sunrise Products LLC; and

K. **WHEREAS** The Tribe has authority under the Constitution of the Little Traverse Bay Bands of Odawa Indians as adopted on February 2, 2005 to waive tribal sovereign immunity and tribal court jurisdiction and to waive any right the Tribe may have to exclude persons from its reservation or trust lands by either Tribal Resolution and/or Certified Motion, the Tribe has provided a copy of the Constitution of the Little Traverse Bay Bands of Odawa Indians as adopted on February 2, 2005; and WOS 2015-019 Administrative Procedures Act, to the MRA, and this waiver is consistent with the Constitution of the Little Traverse Bay Bands of Odawa Indians as adopted on February 2, 2005; and WOS 2015-019 Administrative Procedures Act; and

L. **WHEREAS** The Tribe finds that the waiver of the right to exclude and the waiver of sovereign immunity and tribal court jurisdiction contained in this resolution are necessary in order for Green Sunrise Products LLC to obtain and maintain a license to operate a marijuana establishment on the premises; and

M. **WHEREAS** The Tribe voluntarily provides this waiver of the right to exclude and this waiver of sovereign immunity and tribal court jurisdiction.

N. **THEREFORE, BE IT RESOLVED THAT:**

1. The Little Traverse Bay Bands of Odawa Indians Tribe expressly waives any right that the Tribe may have to exclude the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or Treasury, state and local law enforcement, or state building and fire officials from entering the premises as permitted under MRTMA, applicable tax statutes, and associated administrative rules, without a warrant and without notice to Green Sunrise Products LLC or the Tribe, for the purpose of administering and enforcing the State of Michigan's marijuana laws, applicable tax

laws, and associated administrative rules.

2. The right of the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or the Treasury, state and local law enforcement, and state building and fire officials to enter the premises includes the right to go inside, outside, over, or below any structure or feature on the premises in any matter related to Green Sunrise Products LLC's application or licensure; conduct investigations and inspections; inspect, examine, and audit relevant records of Green Sunrise Products LLC; and impound, seize, assume physical control of, or summarily remove records from the premises if Green Sunrise Products LLC fails to cooperate with an investigation.

3. This limited waiver of the right to exclude is solely for the purpose of ensuring the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or Treasury, state and local law enforcement, and state building and fire officials have the ability to exercise all authorities, powers, duties, functions, and responsibilities under State of Michigan law and associated administrative rules for the specific purposes identified in this resolution.

4. The Tribe expressly waives its sovereign immunity for the purpose of subjecting the Tribe to the jurisdiction of State of Michigan courts, administrative agencies, and law enforcement agencies for the sole purpose of enforcing this waiver of the Tribe's right to exclude. No pledge of specific assets by the Tribe is necessary to satisfy any judgment or decision obtained in a State of Michigan court action or administrative proceeding contemplated by this paragraph.

5. This waiver of the Tribe's right to exclude and limited waiver of sovereign immunity shall take effect immediately.

6. This waiver of the Tribe's right to exclude and limited waiver of sovereign immunity shall continue in effect so long as the above-referenced state license, if issued to Green Sunrise Products LLC, is in effect; for the duration of any dispute arising out of or related to the license or operations under the license; and to allow the MRA to take action after expiration of the license as permitted under State of Michigan law and associated administrative rules.

7. If Green Sunrise Products LLC's application for a state license is denied, this waiver of the Tribe's right to exclude and limited waiver of sovereign immunity shall continue in effect for the duration of any administrative or judicial proceedings related to the license denial, including any appeals.

8. The Tribe, pursuant to Constitution of the Little Traverse Bay Bands of Odawa Indians

as adopted on February 2, 2005 expressly waives the jurisdiction of Little Traverse Bay Bands of Odawa Indians Tribal Court with respect to any claim or cause of action arising out of or within the scope of this resolution, including but not limited to any claim or cause of action initiated by the Tribe.

9. The Tribe acknowledges that if this limited waiver of sovereign immunity is rescinded or otherwise made ineffective, or if the Tribe asserts any right it may have to exclude the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or Treasury, state and local law enforcement, or state building and fire officials from entering the premises in any matter related to Green Sunrise Products LLC's application or licensure, the MRA may in its discretion deny, suspend, revoke, restrict, refuse to renew, impose a fine against, and/or take other disciplinary action against any state license sought by or issued to Green Sunrise Products LLC.

(Source: TRIBAL RESOLUTION #061920-02)

Chapter 5. Approve Negotiations with Any Other Governments, Businesses or Individuals

18.501 APPROVAL TO SIGN MEMORANDUM OF UNDERSTANDING BETWEEN LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS AND NORTHWEST MICHIGAN COMMUNITY HEALTH AGENCY

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians approves and supports the MOU for Collaboration and Coordination between the LTBB Odawa Health Department and the Northwest Michigan Community Health Agency.

B. BE IT FURTHER RESOLVED that Tribal Chairman Frank Ettawageshik, Vice Chairman William I. Denemy, or Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to sign the MOU.

(Source: TRIBAL RESOLUTION # 120708-03)

18.502 AUTHORIZATION FOR COOPERATIVE CONSERVATION LAW

ENFORCEMENT AGREEMENTS WITH LITTLE RIVER BAND OF ODAWA INDIANS, GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA AND SAULT STE MARIE TRIBE OF CHIPPEWA INDIANS

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes Tribal Chairperson Frank Ettawageshik to execute Cooperative Conservation Law Enforcement Agreements between LTBB, the Little River Band of Ottawa Indians, the Grand Traverse Band of Ottawa and Chippewa Indians, and the Sault Ste. Marie Tribe of Chippewa Indians.

(Source: TRIBAL RESOLUTION # 032209-06)

18.503 AUTHORIZATION TO EXECUTE INTERGOVERNMENTAL ACCORD BETWEEN THE TRIBAL LEADERS OF THE FEDERALLY RECOGNIZED INDIAN TRIBES IN MICHIGAN AND THE GOVERNOR OF THE STATE OF MICHIGAN TO ADDRESS THE CRUCIAL ISSUE OF CLIMATE CHANGE

A. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians authorizes Tribal Chairperson Frank Ettawageshik to execute the Intergovernmental Accord between the Tribal Leaders of the Federally Recognized Indian Tribes in Michigan and the Governor of the State of Michigan to Address the Crucial Issue of Climate Change, as shown in the draft dated February 23, 2009, or as may be technically revised without changing the content.

(Source: TRIBAL RESOLUTION # 041909-04)

18.504 AUTHORIZATION TO ENTER INTO MEMORANDUM OF AGREEMENT WITH THE MICHIGAN DEPARTMENT OF STATE POLICE

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes the Tribal Chairman, by and on behalf of Tribe, to sign the Memorandum of Agreement Between the Michigan Department of State Police and the Little Traverse Bay Bands Of Odawa Indians.

(Source: TRIBAL RESOLUTION # 071209-09)

18.505 APPROVAL TO SUBMIT: STATE OF MICHIGAN, DEPARTMENT OF HUMAN SERVICES, BUREAU OF JUVENILE JUSTICE COMMUNITY PROGRAMMING AND SUPPORT SERVICES, CHILD CARE FUND UNIT: LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS CHILD CARE FUND ANNUAL TRIBAL PLAN

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and supports the annual submission of an LTBB Annual Plan to the State of Michigan, Michigan Department of Human Services, Community Support Division Office for approval to participate in the Child Care Fund program.

B. BE IT FURTHER RESOLVED that Tribal Chairman Ken Harrington, Vice Chairman Dexter McNamara, or Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to apply for, receive, and administer funds under the grant.

(Source: TRIBAL RESOLUTION # 110809-03)

18.506 APPROVAL OF INDIAN LAND CAPITAL COMPANY LOAN DOCUMENTS

A. WHEREAS the Indian Land Capital Company is willing to make the Loan to the Tribe as requested by the Tribal Council on behalf of the Tribe; and

B. NOW THEREFORE BE IT RESOLVED that the Tribal Council hereby authorizes the borrowing of $749,000 on behalf of the Tribe, and the Legislative Leader, Treasurer or their designees are authorized and directed to sign and execute any and all necessary documents in connection with the Loan, including a Loan Agreement and a Promissory Note with the Indian Land Capital Company in a form substantially similar to those attached hereto ("Loan Documents"); and

C. BE IT FURTHER RESOLVED, the forms, terms and provisions of the Loan Documents, including the "governing law," "limited waiver of sovereign immunity" and

"binding arbitration" provisions thereof, as set out in the Loan Documents are hereby approved; and

D. BE IT FURTHER RESOLVED, that the Treasury Director of the Tribe, or his/her successor, or such other proper officer of the Tribe, including the Chief Financial Officer or designee in the Accounting Department, are hereby authorized and directed to obtain advances from and to make payments to the Indian Land Capital Company as is contemplated to be obtained and required to be made by the Tribe pursuant to the Loan Documents; and

BE IT FURTHER RESOLVED, the Legislative Leader of the Tribe and other proper officers of the Tribe are hereby authorized and directed to take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and by the Loan Documents, including without limitation, the taking of such action at any time subsequent thereto and the execution and delivery at the closing and at any time subsequent thereto any and all other documents deemed reasonably necessary or required to be delivered in connection with the execution and delivery of the Loan Documents and to effect the intentions and purposes intended thereunder and hereunder, the taking of such additional action and the execution of such additional documents being conclusive evidence of such approval, and the Legislative Leader and/or Treasurer of the Tribe is hereby authorized and directed, for and on behalf of the Tribe, to take such additional action and to sign and attest such additional documents.

(Source: TRIBAL RESOLUTION #121813-02)

18.507 AUTHORIZING LOAN FROM WELLS FARGO BANK, NATIONAL ASSOCIATION AND RELATED DOCUMENTS, AUTHORIZING TRIBAL APPROPRIATIONS FOR PAYMENTS OF THE LOAN, ADOPTING LAW GOVERNING THE ARBITRATION OF DISPUTES RELATED TO THE LOAN, ADOPTING LAW REGARDING SECURITY INTERESTS AND ADDRESSING RELATED MATTERS

A. WHEREAS, under the Constitution, the Tribal Council may make laws of the Tribe either by statute or by resolution; and

B. WHEREAS, the Tribe owns and operates the Odawa Casino and the Odawa Hotel, located on lands taken into trust pursuant to the express authorization for trust acquisitions set forth in 25 U.S.C. §1300k-4(a) of the Little Traverse Act, and the general authorization for trust acquisitions in the Indian Reorganization Act of 1934 as expressly made applicable to the Tribe in 25 U.S.C. §1300k-2(a) of the Little Traverse Act; and

C. WHEREAS, there are presently outstanding $39,962,000 of the Tribe's 9.00% Senior Secured Notes Due 2020, secured by assets and revenues of the Odawa Casino and the Odawa Hotel (the "Existing Notes); and

D. WHEREAS, the Tribe desires to obtain financing to, among other things, refinance the Existing Notes; and

E. WHEREAS, there has been presented to the Tribal Council for its consideration forms of each of the following documents:

(a) Loan Agreement between the Tribe, as borrower, Wells Fargo Bank, National Association, as administrative agent (in such capacity, the "Administrative Agent"), and Wells Fargo Bank, National Association, as the initial sole lender thereunder (in such capacity, the "Lender"), setting forth the terms and conditions of a reducing revolving credit facility in the initial principal amount of $41,000,000 (the "Loan Agreement");

(b) Revolving Note in the principal amount of $41,000,000, evidencing the Tribe's obligation to repay to the Lender the principal borrowed under the Loan Agreement, together with interest thereon as provided under the Loan Agreement (the "Revolving Note");

(c) Security Agreement by the Tribe in favor of the Administrative Agent, for the benefit of the Administrative Agent and all Lenders from time to time party to the Loan Agreement, granting a security interest, with certain exceptions, in all assets and revenues of the Tribe related to the Odawa Casino and the Odawa Resort (the "Security Agreement");

(d) (i) Deposit Account Control Agreement (Access Restricted After Notice) among the Tribe, the Administrative Agent and Wells Fargo Bank, National

Association, in its capacity as a depository bank, perfecting the security interest created by the Security Agreement in the operating accounts of the Odawa Casino and Odawa Resort identified therein, and (ii) Deposit Account Control Agreement (Access Restricted Immediately) among the Tribe, the Administrative Agent and Wells Fargo Bank, National Association, as a depository bank, perfecting the security interest created by the Security Agreement in an account required to be established under the Indenture to hold amounts that are not paid to the State of Michigan because of so-called free or promotional play (collectively, such agreements described in clauses (i) and (ii), the "Control Agreements");

(e) Springing Depository Agreement (the "Springing Depository Agreement") among the Tribe, the Administrative Agent and U.S. Bank National Association, as depository bank, providing, with certain exceptions, for the deposit of all revenues of the Odawa Casino and Odawa Resort after the occurrence of a default under the Loan Agreement to secure payment of amounts due under the Loan Agreement and other Loan Documents (as defined in the Loan Agreement); and

(f) letter from the Tribe to the Administrative Agent containing a limited waiver of the Tribe's sovereign immunity that will apply to contractual relationships between the Tribe and the Administrative Agent or Lenders or affiliates thereof in the absence of any other effective waiver of sovereign immunity, which letter can be prospectively terminated by the Tribe at any time with respect to future contractual relationships (such letter, the "Alternative Dispute Resolution Letter"; together with the Loan Agreement, the Security Agreement, the Control Agreements and the Springing Depository Agreement, collectively, the "Financing Documents"); and

F. WHEREAS, one or more of the Financing Documents contain provisions related to governing law, forum selection, arbitration, the limited waiver of tribal sovereign immunity, a waiver of the doctrine of exhaustion of tribal remedies and use of tribal forums for dispute resolution (the "Dispute Resolution Provisions"); and

G. WHEREAS, as a condition to the Administrative Agent and the Lenders entering into the Financing Documents to which they are parties, the Tribe has been requested to provide, under the laws of the Tribe, for (1) the appropriation of funds for repayment of principal of the loans extended to the Tribe under the Loan Agreements and payment of accrued interest thereon, (2) clarify the Tribe's laws regarding the granting and perfection of security interests in revenues, and (3) provide for the treatment of arbitration awards related to the Financing Documents.

H. THEREFORE BE IT RESOLVED THAT:

1. Findings. The Tribal Council hereby determines and finds that: (a) the Recitals in this Resolution are true and correct in all material respects; (b) the Tribal Council has full power and authority to adopt this Resolution, subject to approval by the Executive as provided in the Constitution; (c) the Tribal Council's adoption of this Resolution and the Tribe entering into the Financing Documents is in the best interest of the Tribe and its members and is consistent with the laws of the Tribe; and (d) the meeting at which this Resolution is being adopted is being validly held in compliance with the Constitution and the laws of the Tribe, and a quorum has been present and acting at all times relevant to adoption of this Resolution.

2. Approval of Financing Documents and Performance Thereunder. The Tribal Council hereby approves each Financing Document in the form presented to it. The Tribal Council further hereby authorizes and approves the execution and delivery of each Financing Document (including those provisions of other documents incorporated by reference therein) on behalf of the Tribe by one or more Authorized Representatives referred to in Section 3 hereof, substantially in the forms so presented or with such modifications or changes thereto as shall be approved by the Authorized Representatives executing the same, which approval shall be conclusively presumed upon such execution and delivery. Following the execution and delivery of any Financing Document, the Tribal Council also authorizes the performance thereof on behalf of the Tribe.

3. Authorized Representatives. The Tribal Council hereby authorizes the Tribal Chairperson, or, in the absence of the Tribal Chairperson, the Tribal Vice-Chairperson or any other person entitled under the laws of the Tribe to act in the

stead of the Chairperson or Vice-Chairperson and the Tribal Treasurer (each, an "Authorized Representative"), to execute and deliver on behalf of the Tribe each Financing Document in the form authorized in Section 2 of this Resolution, and to execute and deliver such other agreements (including indemnity agreements), documents, certificates, orders, requests and instruments and cause to be taken such other actions as may be contemplated by any Financing Document or as may be necessary or appropriate in connection with the consummation of the transactions contemplated by the Financing Documents, including, but not limited to, (a) the taking of all actions necessary or desirable to cause all Existing Notes to be redeemed at a price equal to the principal amount thereof plus accrued interest no later than thirty-five (35) days after all Financing Documents have been executed and delivered and (b) the transfer of funds and accounts of the Odawa Casino Resort to Wells Fargo Bank, National Association, and the execution and delivery of documentation necessary or desirable in connection therewith.

4. Approval of Waiver of Sovereign Immunity and other Dispute Resolution Provisions. The Tribal Council has been advised of each Dispute Resolution Provision contained in each Financing Document and such provisions are hereby approved as the valid and binding obligations of the Tribe, enforceable against the Tribe in accordance with their terms. Each limited waiver of sovereign immunity and each provision relating to the resolution of disputes in each Financing Document is hereby expressly incorporated by reference herein as though set forth at length herein, such incorporation, however, to become effective only upon the execution and delivery of the applicable Financing Document; upon such incorporation the limited waiver of sovereign immunity and each such provision shall be independently valid and enforceable as a law of the Tribe, independent of the Financing Documents and irrespective of whether the Financing Document is valid and enforceable.

5. Enforcement. The Tribal Court shall give full faith and credit to any award, order or decree rendered by any federal or state court in accordance with this Resolution and the Financing Documents. For judgments, decrees, orders, warrants,

subpoenas, records or other judicial acts of the Tribe's Courts resulting from any action under the Financing Documents, a Tribal police officer is authorized to execute such judgment, decree, order, warrant, subpoena, record or other judicial act. In the case of any such foreclosure order or judgment, after delivery of such order or judgment by a Tribal police officer, such police officer may proceed to enter upon any property of the Tribe to remove such personal property or to permit removal by the party in whose favor the order or judgment was issued.

6. Security Interest Provisions. The Tribal Council hereby adopts the following which shall have the force of law:

Notwithstanding any provision of the Little Traverse Bay Bands of Odawa Indians Secured Transaction Statute (the "LTBB Secured Transactions Statute") or the Michigan UCC (defined below) to the contrary:

(a) A security interest granted by a Tribal Party (as that term is defined in the LTBB Secured Transactions Statute), including in Pledged Revenues (as that term is defined in the LTBB Secured Transactions Statute), shall be created and attach upon the giving of value and the granting of such security interest in a writing executed by that Tribal Party, which security interest shall be governed by paragraphs (a) through (d) and, to the extent not inconsistent with such paragraphs, the LTBB Secured Transactions Statute.

(b) A security interest in Pledged Revenues may be perfected only by the filing of an initial financing statement in the same manner and in the same location as if all of such Pledged Revenues were accounts within the meaning of the Michigan UCC.

(c) Jurisdiction to enforce security interests against a Tribal Party governed by the LTBB Secured Transactions Statute shall lie solely within the Tribe's Tribal Courts or Federal Courts or State Courts with respect to which a Tribal Party has granted a waiver of its sovereign immunity to permit enforcement.

(d) For all purposes of paragraphs (a) through (c) above and the LTBB Secured Transactions Statute, "Michigan UCC" means the Uniform Commercial Code of

the State of Michigan, as amended from time to time, except that any provision therein, including Section 440.9109(4)(m), that excludes from its scope any security interest granted by a governmental unit, subdivision or agency shall be inapplicable to a Tribal Party.

7. Enactment of Arbitration Law Applicable Solely to Transaction Documents. The Tribal Council hereby enacts as a law of the Tribe the "Limited Arbitration Provisions" set forth in EXHIBIT A attached hereto.

8. Appropriation. The Tribal Council hereby appropriates all such funds and revenues of the Odawa Casino and Odawa Resort as shall be required to pay when due all amounts owing by the Tribe under all Financing Documents, it being intended that this appropriation shall constitute a statute addressing appropriations for Tribal institutions within the meaning of Article XIV(A)(1) of the Constitution (relating to initiatives).

9. Repealer. Any laws, ordinances, rules, regulations, decisions, orders, judgments, resolutions or other actions, other than the Tribal Constitution of the Tribe, any branch, division, authority, agency, subsidiary, board, commission or other instrumentality of the Tribe, or any of the officers, employees or agents of the foregoing, whether written, unwritten or established by tradition, custom or practice that are in effect and are in conflict with or inconsistent with the terms of this Resolution, the transactions contemplated herein or any provision set forth in the Financing Documents are hereby repealed and annulled to the extent of such conflict or inconsistency, and this Resolution shall supersede the same.

10. Miscellaneous. If any provision of this Resolution or the application of any provision of this Resolution is held to be invalid, the remainder of the Resolution shall not be affected with respect to the same. This Resolution shall become effective as of the date and time of its passage and approval by the Tribal Council.

EXHIBIT A TO RESOLUTION

LIMITED ARBITRATION PROVISIONS

Section 1. Definitions. Capitalized terms used but not defined in this Exhibit A are used with the meanings that apply in the Resolution to which this Exhibit is attached.

Section 2. Scope. Certain of the Transaction Documents provide for the arbitration of certain actions, disputes, claims or controversies (collectively, "Disputes"). The following arbitration provisions shall apply solely to such Disputes and to no others.

Section 3. Enforceability of Agreements to Arbitrate. As the law of the Tribe, an agreement by the Tribe contained in any Transaction Document to submit a Dispute to arbitration shall be valid, irrevocable and enforceable in accordance with its terms. Article IX(C)(3) of the Constitution shall not prevent a Dispute from being resolved in arbitration prior to being filed in Tribal Court.

Section 4. Confirmation of Arbitration Awards. At any time within one year after an arbitration award has been rendered for a Dispute arising under the Transaction Documents, any party to the arbitration may make application to a court of the Tribe having jurisdiction (a "Tribal Court") for an order confirming the award.

Section 5. Review and Modification of Arbitration Awards. An arbitration award shall not be subject to review or modification by a Tribal Court, but shall be confirmed strictly as provided by the arbitrator; provided, that a Tribal Court may nevertheless decline to enforce any arbitration award if it finds that any of the following occurred:

(a) the award was procured by corruption, fraud, or undue means;

(b) there was evident partiality or corruption in the arbitrator(s);

(c) the arbitrator(s) were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced; or

(d) the arbitrator(s) exceeded their powers, or so imperfectly executed them that a mutual, final, and definite award upon the subject matter submitted was not made.

If an arbitration award is vacated in accordance with the foregoing, a Tribal Court may, in its discretion, direct a rehearing by the arbitrator(s) in accordance with the terms of the applicable Transaction Document(s).

Section 6. Docketing of Arbitration Awards. The judgment confirming an award shall

be docketed as if it were rendered in a civil action. The judgment so entered shall have the same force and effect in all respects as, and be subject to all the provisions of law relating to, a judgment in a civil action, and it may be enforced as if it has been rendered in a civil action in the Tribal Court. When the award requires the performance of any obligation under the Transaction Documents other than the payment of money, the Tribal Court may direct the enforcement thereon in the manner provided by law.

Section 7. Appeals. No further appeal may be taken from an order issued by the Tribal Court enforcing an agreement to arbitrate or an award issued by an arbitrator.

Section 8. Police Powers. The Tribes' police powers shall be available to secure and support any arbitration award, and all police or other law enforcement officials of the Tribes shall carry out any orders that may be entered by the Tribal Court pursuant to the arbitration provisions in this Exhibit.

Source: TRIBAL RESOLUTION #020214-01)

18.508 INITIATION OF DISPUTE UNDER SECTION VI.C.3 OF THE CORA CHARTER IN REGARDS TO THE GLRC ACTION TAKEN ON MARCH 19, 2015 TO RESTRICT LTBB'S ABILITY TO EXERCISE GREAT LAKES FISHING TREATY RIGHTS

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians (LTBB) is a Federally recognized Indian Tribe reaffirmed by the United States Congress on September 21, 1994 in Public Law 103-324, as amended, which exercises sovereign governmental authority over the people, land, and water within its jurisdiction; and

B. **WHEREAS** the LTBB possess fishing, hunting, trapping, and gathering rights under the Treaty of Washington executed March 28, 1836; and

C. **WHEREAS** the LTBB was an active participant in the negotiation of and signatory to the 2000 Great Lakes Consent Decree and its accompanying documents, the Chippewa Ottawa Resource Authority (CORA) Charter and the Management Plan for the 1836 Treaty Great Lakes Waters, Chippewa Ottawa Resource Authority (Tribal Management Plan); and

D. **WHEREAS** LTBB is a member of CORA, along with the Sault Ste. Marie Tribe of Chippewa Indians (SSM) the Bay Mills Indian Community (BMIC), the Grand Traverse Band of

Ottawa and Chippewa Indians (GTB) and the Little River Band of Ottawa Indians (LRB); and

E. **WHEREAS** a significant component of the 2000 Great Lakes Decree is the rehabilitation of Lake Trout in Northern Lake Michigan; and

F. **WHEREAS** LTBB supports the rehabilitation of Lake Trout in Northern Lake Michigan and has conducted numerous Lake Trout research projects on its own and in conjunction with the State of Michigan; and

G. **WHEREAS** LTBB has committed numerous resources to enforcement efforts in northern Lake Michigan. LTBB Conservation enforcement logged patrol 545.6 hrs. and 9,482 miles on the Great Lakes in 2014; and

H. **WHEREAS** the CORA Total Allowable Catch (TAC) for Lake Trout Management units MM1,2,3 was 450,000 lbs in 2013 and 2014; and

I. **WHEREAS** the total CORA Lake Trout harvest in MM1,2,3 was 527,100 lbs in 2013, a TAC exceedance of 77,100 lbs, 17.1%; and

J. **WHEREAS** at the time of this resolution, the total CORA Lake Trout harvest in MM1,2,3 was estimated to be 539,527lbs in 2014, a TAC exceedance of 89,527 lbs, 19.9%; and

K. **WHEREAS** two SSM fishing operations and one GTB fishing operation accounted for over 360,000lbs of Lake Trout harvest, 80% of the Lake Trout TAC in MM1,2,3 in 2013; and

L. **WHEREAS** SSM harvested approximately 296,550 lbs in 2013 of lake trout accounting for over 66% of the TAC and 310,792lbs in 2014 of Lake Trout accounting for over 69% of the TAC, an exceedance of over 205,000lbs in 2013 and an exceedance of over 220,000 lbs in 2014, well over 3/5 of the approved CORA MM 1,2,3 Lake Trout TAC; and

M. **WHEREAS** GTB harvested approximately 181,004lbs in 2013 and 140,502lbs in 2014 of Lake Trout accounting for over 40% and 31%, respectively, of the TAC, an exceedance of over 91,000 lbs in 2013 and an exceedance of over 50,000 lbs in 2014 over 1/5 of the approved

CORA MM 1,2,3 Lake Trout TAC; and

N. **WHEREAS** the SSM and GTB combined harvest exceeded the total 450,000 lbs of Lake Trout TAC available to all 5 CORA Tribes in 2013 and 2014. 477,554 lbs in combined harvest in 2013 and 451,294 lbs combined harvest in 2014; and

O. **WHEREAS** LTBB harvested approximately 47,101lbs in 2013 and 72,852 in 2014, accounting for less than 15% of the actual total CORA Lake Trout harvest in MM 1,2,3; 42,899 less than 1/5 of the approved CORA MM 1,2,3 Lake Trout TAC in 2013, and 17,148 lbs less than 1/5 in 2014; and

P. **WHEREAS** Section V.E.7 of the Tribal Management Plan states that "The Sault Tribe shall cap the number of its operations fishing in WFM-04 in any year at the number of such operations who fished in WFM-04 in 1999 minus the number of gill net converters who fished in WFM-04 in that year but moved their operations to either of the Tribal trap net zones"; and

Q. **WHEREAS** SSM exceeded the cap of 10 operations as determined above in 2011 (11) and again in 2014 (12); and

R. **WHEREAS** Section X.C.4.b of the 2000 Great Lakes Decree limits the number of captain's licenses SSM can issue, stating: "(1) The number of large boat and small boat captain's licenses shall each be capped at the number outstanding on January 1, 2000. (2) Special permits authorizing the use of large mesh gill nets shall be prohibited. (3) The number of large boat and small boat captain's licenses issued at any time shall be the number in each category outstanding on January 1, 2000, less the number replaced with trap net conversion licenses."; and

S. **WHEREAS** SSM enacted regulations in 2007 that authorized the issuance of "Co-Captains" licenses which vastly increased the number of SSM fishing operations beyond the number permissible under Section X.C.4.b of the 2000 Great Lakes Consent Decree; and

T. **WHEREAS** SSM gill net effort has doubled and Lake Trout harvest has tripled since 2008 in MM 1,2,3; and

U. **WHEREAS** Section V.A of the Tribal Management Plan states that "Restrictions shall be designed to protect those fishers who most depend upon fishing in the waters involved…"; and

V. **WHEREAS** Section V.C of the Tribal Management Plan details six criteria to be evaluated in determining dependence of the fishery, which are:

1. Dependence upon the fishery during the time prior to the five (5) year period.

2. Proximity of the fisher's home port or residence to the area in question.

3. Whether the fisher's Tribe has historically used the fishing grounds in question.

4. Family tradition of fishing in the area in question.

5. The seasonal pattern of the fisher's fishing activity.

6. The practical prospect for relocation of fishing effort by the fisher into another area in which the available fishery may sustain additional effort that will not result in undue inconvenience or economic hardship.

W. **WHEREAS** LTBB had 7 licensed commercial captains and 4 helpers who participated in the Lake Trout fishery in MM 1,2,3 in 2014; and

X. **WHEREAS** of the LTTB Tribal Citizens who participated in the Lake Trout fishery in MM 1,2,3 in 2014, five had 100% of their harvest reported from MM 1,2,3 and 4 had over 94% of their harvest reported from WFM-04; and

Y. **WHEREAS** 6 of the LTTB Tribal Citizens who participated in Lake Trout fishery in MM 1,2,3 (specifically WFM-04 and MM3) live within LTBB's Reservation and 9 live within 25 miles of the Cross Village or Wilderness State Park access site that they fished from; and

Z. **WHEREAS** LTBB has historically fished the waters within MM 1,2,3 being directly adjacent to the LTBB Reservation, and its historic and modern communities; and

AA. **WHEREAS** LTBB Tribal Citizens who participated in the Lake Trout fishery in MM 1,2,3 fish in the area, specifically WFM-04, throughout the year including gill net sets through the ice; and

BB. **WHEREAS,** LTTB Tribal Citizens who participated in the Lake Trout fishery in MM 1,2,3 are small boat fishermen with limited operations and modest means and thus do not have the ability move to other areas or lakes to fish; and

CC. **WHEREAS,** while Section V.F of the Tribal Management Plan specifies that the "last out" provisions shall not apply, it in no way negates Sections V.A, B, or C with respect to Lake Trout harvest in MM 1,2,3; and

DD. **WHEREAS,** based on the provisions of the Management Plan and 2000 Great Lakes Consent Decree cited above, corrective action to rectify 2013 and 2014 TAC of Lake Trout harvested from MM 1,2,3 must not negatively impact the LTBB fishery due its very small percentages of the TAC, cultural significance of fishing in MMM 1,2,3 to LTBB, and recognition in the Tribal Management plan that LTBB was prevented from legally exercising their Great Lakes fishing Treaty Rights prior to the entry of the 2000 Great Lakes Consent Decree and that accommodations would be made to allow for the growth of LTBB's fishery, as opposed to its restriction. Under the criteria listed in section V.C of the Tribal Management Plan LTBB's reliance on the area and disproportionate economic impact prohibit restriction of LTBB's exercising of Treaty Rights by imposing a 600lbs bag limit on LTBB fishers; and

EE. **WHEREAS,** laundering of Lake Trout from trap net operations to gill net fishermen is illegal and has been identified as a problem contributing to 2013 and 2014 Lake Trout overages in MM1,2,3; and

FF. **WHEREAS** the current catch reporting system is outdated and has contributed to delays in accurate determinations of Lake Trout harvested; and

GG. WHEREAS, Great Lakes Resource Committee of CORA **(**GLRC) passed the following motions on March 19th, 2015;

1. Motioned by Mr. Grondin, supported by Clarence Hudak, there will be no exemption from a target fishing regulation in MM-123.

2. Motioned by Mr. Grondin, supported by Desmond Berry, target fishing is prohibited of lake trout in all grids of MM-123. There will be a 600 lbs. daily catch limit per vessel per day for all and as specified in the Consent Decree for WFM-04, a 400 lbs. daily catch limit per vessel per day for Bay Mills, Sault Tribe and Little River Band for the duration of 2015, subject for review in August 2015.

HH. NOW THEREFORE BE IT RESOLVED, that for the reasons stated above the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes the LTBB Natural Resources Commission to commence dispute resolution under the CORA Charter seeking the following relief:

1. GLRC rescind the motions made March 19th, 2015.

2. in accordance with the Tribal Management Plan, acknowledging LTBB's inability to legally exercise Great Lakes fishing Treaty Rights prior to the 2000 Great Lakes Decree and the need to allow for growth of, and at a bare minimum not further restrict, LTBB's ability to exercise Great Lakes fishing Treaty Rights be maintained, and that in light of LTBB's recognized relation to the waters of WFM-04 and the continued dependence of its fishermen to access and fish in those waters (as documented above) that no bag limit shall be imposed upon LTBB in WFM-04.

3. SSM be required to immediately cease the issuance of co-captain licenses, and the amount of Lake Trout harvested from MM 1,2,3 by or through the use of co-captain licenses and that amount of Lake Trout harvested be deducted from the total amount SSM shall be allowed to harvest in the two subsequent fishing years after the total amount is determined.

4. GLRC require GTB and SSM to present new regulations and/or enforcement actions to GLRC to prevent the illegal laundering of Lake Trout from

trap net operations to gill net fishermen.

5. GLRC limit the number of SSM fishing operations in WFM-04 to 8 operations in 2015 and 9 operations in 2016.

6. GLRC require SSM to present to GLRC for their review and approval regulations designed to ensure sufficient measures are in place to prevent any future fishing operations cap violations in WFM-04.

7. GLRC implement a "real time" computerized catch reporting system by 2017.

8. SSM and GTB shall be required to increase their respective number of hours and miles patrolled in MM1,2,3 by 20% above their documented 2014 amounts.

9. GLRC adopt the following management action to address the 2013 and 2014 overages: BMIC, LRB, SSM and GTB apply a 400lbs (round weight) bag limit per vessel per day to gill net harvest of Lake Trout in WFM-04 , BMIC, LRB, SSM and GTB that apply a 500lbs (round weight) bag limit per vessel per day to gill net harvest of Lake Trout in the inter-tribal waters of MM 1,2,3 outside of WFM-04 and that there be no retention of Lake Trout by any trap net operations (all tribes) in MM1,2,3 . Effective April 1st, 2015- December 31st, 2015.

10. LTBB will closely monitor its Lake Trout harvest within MM 1,2,3 and will act quickly to enact regulations to ensure that its total Lake Trout harvest in 2015 does not exceed 90,000 lbs.

II. FURTHER RESOLVED that the LTBB Natural Resources Commission supports this Tribal Resolution, and this Resolution initiates the dispute resolution procedure under Section VI.C.3.a of the CORA Charter.

(Source: TRIBAL RESOLUTION #040915-04)

18.509(12.16)(b) AUTHORIZING THE RE-FINANCING AND CONVERSION OF THE LOAN FROM WELLS FARGO BANK, NATIONAL ASSOCIATION

A. WHEREAS under the Tribe's Constitution adopted by the members of the Tribe on February 1, 2005 (the "Constitution"), the "Tribal Council" referred to therein, consisting of nine (9) members of the Tribe, is the elected legislative branch of the Tribe and the "Tribal Chairperson" (also referred to as the "Executive") and "Vice-Chairperson" referred to therein

constitute the elected executive branch of the Tribe; and

B. **WHEREAS** the Tribal Council has various powers enumerated in the Constitution, including, among others, to: (1) make laws not inconsistent with the Tribe's Constitution, including for the regulation of commerce, subject to a veto thereof by the Executive that is not thereafter overridden by the Tribal Council; (2) enact laws governing the encumbrance and disposition of non-real estate tangible assets; (3) purchase, receive by gift, or otherwise acquire land, interests in land, personal property or other intangible assets which the Tribal Council may deem beneficial; (4) appropriate funds; (5) approve negotiations with any other governments, businesses or individuals by a majority vote of the Tribal Council; and

C. **WHEREAS** under the Constitution, the Tribal Council may make laws of the Tribe by statute or by resolution; and

D. **WHEREAS** the Tribe owns and operates the Odawa Casino and the Odawa Hotel, located on lands taken into trust pursuant to the express authorization for trust acquisitions set forth in 25 U.S.C. § 1300k-4(a) of the Little Traverse Act, and the general authorization for trust acquisitions in the Indian Reorganization Act of 1934 as expressly made applicable to the Tribe in 25 U.S.C. § 1300k-2(a) of the Little Traverse Act; and

E. **WHEREAS** at the end of December 2016 there is an outstanding balance of $25,204,115.79 on the existing loan from Wells Fargo Bank, National Association ("Wells Fargo") that was authorized by Resolution 020214-01, and implemented through the Loan Agreement between the Tribe, Wells Fargo as administrative agent, and Wells Fargo as the sole lender with the closing date of February 7, 2014, and various related ancillary loan documents (the "Existing Loan Documents");

F. **WHEREAS** the Tribe desires to obtain re-financing of the existing loan balance and convert the revolving credit facility under the Existing Loan Documents to an amortizing term loan in an amount equal to the outstanding principal amount of the existing loan;

G. **WHEREAS** there has been presented to the Tribal Council for its consideration the Term Loan Conversion and Amendment of Existing Credit Facility — Summary of Terms and Conditions, reflecting anticipated terms for the conversion of the revolving facility under the

Existing Loan Documents to an amortizing term loan between the Tribe, as borrower, Wells Fargo, as administrative agent (in such capacity, the "Administrative Agent"), and Wells Fargo, as the sole lender thereunder (in such capacity, the "Lender")

H. THEREFORE BE IT RESOLVED THAT:

1. The Tribal Council approves re-financing and conversion of the existing loan with Wells Fargo pursuant to such loan documents and amendments to the Existing Credit Facility as may be necessary and appropriate in connection therewith; and

2. The provisions of Resolution 020214-01 (Authorizing Loan from Wells Fargo Bank, National Association and related Documents, Authorizing Tribal Appropriations for Payments of the Loan, Adopting Law Governing the Arbitration of Disputes related to the Loan, and Adopting Law Regarding Security Interests and Addressing Related Matters) will remain in effect and applicable to the re-financing and conversion of the Existing Credit Facility.

3. Authorized Representatives. The Tribal Council authorizes the Tribal Chairperson, and the Tribal Treasurer (each, an "Authorized Representative"), to execute and deliver on behalf of the Tribe any documents related to the Term Loan Conversion and Amendment of Existing Credit Facility authorized in Section 1 of this Resolution.

(Source: TRIBAL RESOLUTION #121516-02)

18.510(2.17)(a) SUPPORT FOR CHIPPEWA OTTAWA RESOURCE AUTHORITY LITIGATION SUPPORT REQUEST FOR FY 2018

A. WHEREAS the Waganakising Odawak, known as the Little Traverse Bay Bands of Odawa Indians, is a nation of citizens with inherent sovereignty and right to self-governance;

B. WHEREAS the Little Traverse Bay Bands of Odawa Indians (LTBB or Tribe) is a federally recognized Indian Tribe under Public Law 103-324, and is a party to numerous Treaties with the United States, the most recent being the Treaty of Washington of March 28, 1836 (7

Stat. 491) and the Treaty of Detroit of 1855 (11 Stat. 621);

C. WHEREAS Tribal citizens have harvested fish in the Great Lakes for subsistence and commercial purposes since time immemorial. The Tribe's right of subsistence and commercial fishing reserved in Article 13 of the 1836 Treaty is of central cultural, social and economic significance to LTBB and its citizens. LTBB is a party to the case of *United States v. Michigan*, 2:73-CIV-26 (WD MI) in which the Tribes' fishing rights in the 1836 Treaty ceded portions of the Great Lakes were upheld, and it is a signatory to the 2000 Consent Decree entered in that case;

D. WHEREAS LTBB is a member of the Chippewa Ottawa Resource Authority (CORA), the purpose of which is to ensure, through inter-tribal coordination and cooperation, the conservation and wise utilization of the natural resources reserved to the Tribes in the 1836 Treaty. The other CORA member Tribes are the Bay Mills Indian Community, the Sault Ste. Marie Tribe of Chippewa Indians, the Grand Traverse Band of Ottawa and Chippewa Indians, and the Little River Band of Ottawa Indians;

E. WHEREAS the 2000 Consent Decree expires in 2020, and its renegotiation will require extensive travel and expert assistance. The conduct of this negotiation and/or litigation will engender significant litigation expenditures, which are not within the capacity of LTBB to undertake on its own;

F. WHEREAS in furtherance of the effective implementation of the Great Lakes Treaty fishing right through negotiation and/or litigation beyond the year 2020 CORA has applied to the Department of the Interior, Bureau of Indian Affairs (BIA) for FY 2018 litigation support funding;

G. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians approves and supports submission of the request for FY 2018 litigation support funds by the Chippewa Ottawa Resource Authority to the Bureau of Indian Affairs. **THEREFORE BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians approves and supports submission of the request for FY 2018 litigation support funds by the Chippewa Ottawa Resource Authority to the Bureau of Indian Affairs.

H. **FURTHER RESOLVED** that the Executive Director of the Chippewa Ottawa Resource Authority is authorized to undertake any and all actions necessary to obtain approval of this request for litigation support funding, and to sign any resulting contract documents for approved funding under the provisions of PL 93-638, as amended.

I. **FINALLY RESOLVED** that the LTBB Chairperson or designee is authorized to execute, by and on behalf of LTBB, any other documents that may be necessary to support the Chippewa Ottawa Resource Authority's request for Litigation Support Funds.

(Source: TRIBAL RESOLUTION #020217-01)

18.511(3.17)(a) AUTHORIZING REFINANCING LOAN FROM WELLS FARGO BANK, NATIONAL ASSOCIATION AND RELATED DOCUMENTS, AUTHORIZING TRIBAL APPROPRIATIONS FOR PAYMENTS OF THE LOAN, REAFFIRMING AND RE-ADOPTING LAW GOVERNING THE ARBITRATION OF DISPUTES RELATED TO THE LOAN, REAFFIRMING AND RE-ADOPTING LAW REGARDING SECURITY INTERESTS AND ADDRESSING RELATED MATTERS

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians ("Tribe") is a federally recognized Indian Tribe reaffirmed by the United States Congress on September 21, 1994 in Public Law 103-324 (as amended, the "Little Traverse Act"); and

B. **WHEREAS** under the Tribe's Constitution adopted by the members of the Tribe on February 1, 2005 (the "Constitution"), the "Tribal Council" referred to therein, consisting of nine (9) members of the Tribe, is the elected legislative branch of the Tribe and the "Tribal Chairperson" (also referred to as the "Executive") and "Vice-Chairperson" referred to therein constitute the elected executive branch of the Tribe; and

C. **WHEREAS** the Tribal Council has various powers enumerated in the Constitution, including, among others, to: (1) make laws not inconsistent with the Tribe's Constitution, including for the regulation of commerce, subject to a veto thereof by the Executive that is not thereafter overridden by the Tribal Council; (2) enact laws governing the encumbrance and disposition of non-real estate tangible assets; (3) purchase, receive by gift, or otherwise acquire land, interests in land, personal property or other intangible assets which the Tribal Council may

deem beneficial; (4) appropriate funds; (5) approve negotiations with any other governments, businesses or individuals by a majority vote of the Tribal Council; and

D. **WHEREAS** under the Constitution, the Tribal Council may make laws of the Tribe either by statute or by resolution; and

E. **WHEREAS** the Tribe owns and operates the Odawa Casino and the Odawa Hotel, located on lands taken into trust pursuant to the express authorization for trust acquisitions set forth in 25 U.S.C. §1300k-4(a) of the Little Traverse Act, and the general authorization for trust acquisitions in the Indian Reorganization Act of 1934 as expressly made applicable to the Tribe in 25 U.S.C. §1300k-2(a) of the Little Traverse Act; and

F. **WHEREAS** on February 7, 2014, the Tribe, as a borrower, and Wells Fargo Bank, National Association ("Wells Fargo"), as administrative agent (in such capacity, the "Administrative Agent") and as the sole lender (in such capacity, the "Lender"), entered into a certain Loan Agreement setting forth the terms and conditions of a reducing revolving credit facility in the initial principal amount of $41,000,000 (as amended, supplemented, restated or otherwise modified from time to time, the "Prior Loan Agreement"), and executed each of the following (collectively, each as amended to date, the "Existing Loan Documents"):

(a) Security Agreement dated as of March 12, 2014, by the Tribe in favor of the Administrative Agent;

(b) (i) Deposit Account Control Agreement (Access Restricted Immediately) dated as of March 12, 2014, among the Borrower, the Administrative Agent and Wells Fargo, as depository bank; and (ii) two Deposit Account Control Agreements (Access Restricted After Notice) dated as of February 7, 2014, among the Tribe, the Administrative Agent and Wells Fargo, as depository bank.

(c) Springing Depository Agreement dated as of March 12, 2014, among the Tribe, the Administrative Agent and U.S. Bank National Association, as depository bank; and

(d) letter from the Tribe to the Administrative Agent containing a limited waiver of the Tribe's sovereign immunity that will apply to contractual relationships between the Tribe and the Administrative Agent, the Lender and affiliates thereof; and

G. **WHEREAS** the Tribe desires to refinance and amend the credit facility described in the Prior Loan Agreement to convert such credit facility into a term loan, but desires to leave all other Existing Loan Documents in place and effective;

H. **WHEREAS** there has been presented to the Tribal Council for its consideration forms of each of the following documents:

(a) Amended and Restated Loan Agreement between the Tribe, as borrower, Wells Fargo, as the Administrative Agent, and Wells Fargo, as the Lender (the "Loan Agreement");

(b) Term Note in the principal amount of $24,380,952.32 (the "Term Note"; together with the Loan Agreement, the "Refinancing Loan Documents"); and

I. **WHEREAS** the Existing Loan Documents and the Refinancing Loan Documents, collectively, are hereinafter referred to as the "Financing Documents";

J. **WHEREAS** one or more of the Financing Documents contain provisions related to governing law, forum selection, arbitration, the limited waiver of tribal sovereign immunity, a waiver of the doctrine of exhaustion of tribal remedies and use of tribal forums for dispute resolution (the "Dispute Resolution Provisions"); and

K. **WHEREAS,** as a condition to the Administrative Agent and the Lender entering into the Refinancing Documents and converting the revolving credit facility to a term loan, the Tribe has been requested to provide, under the laws of the Tribe, for (1) the appropriation of funds for repayment of principal of the loan extended to the Tribe under the Financing Documents and payment of accrued interest thereon, (2) reaffirm the Tribe's laws regarding the granting and perfection of security interests in revenues, and (3) reaffirm the treatment of arbitration awards related to the Financing Documents.

L. **THEREFORE BE IT RESOLVED THAT:**

1. Findings. The Tribal Council hereby determines and finds that: (a) the Recitals in this Resolution are true and correct in all material respects; (b) the Tribal Council has full power and authority to adopt this Resolution, subject to

approval by the Executive as provided in the Constitution; (c) the Tribal Council's adoption of this Resolution and the Tribe's entering into the Refinancing Loan Documents and reaffirming the Existing Loan Documents are in the best interest of the Tribe and its members and is consistent with the laws of the Tribe; and (d) the meeting at which this Resolution is being adopted is being validly held in compliance with the Constitution and the laws of the Tribe, and a quorum has been present and acting at all times relevant to adoption of this Resolution.

2. Approval of Financing Documents and Performance Thereunder. The Tribal Council hereby (i) reaffirms each Existing Loan Document and obligations of the Tribe thereunder and (ii) approves each Refinancing Loan Document in the form presented to it. The Tribal Council further hereby authorizes and approves the execution and delivery of each Refinancing Loan Document (including those provisions of other documents incorporated by reference therein) on behalf of the Tribe by one or more Authorized Representatives referred to in Section 3 hereof, substantially in the forms so presented or with such modifications or changes thereto as shall be approved by the Authorized Representatives executing the same, which approval shall be conclusively presumed upon such execution and delivery. Following the execution and delivery of any Financing Document, the Tribal Council also authorizes the performance thereof on behalf of the Tribe.

3. Authorized Representatives. The Tribal Council hereby authorizes the Tribal Chairperson, or, in the absence of the Tribal Chairperson, the Tribal Vice-Chairperson or any other person entitled under the laws of the Tribe to act in the stead of the Chairperson or Vice-Chairperson and the Tribal Treasurer (each, an "Authorized Representative"), to execute and deliver on behalf of the Tribe each Refinancing Loan Document in the form authorized in Section 2 of this Resolution, and to execute and deliver such other agreements (including indemnity agreements), documents, certificates, orders, requests and instruments and cause to be taken such other actions as may be contemplated by any Financing Document or as may be necessary or appropriate in connection with the consummation of the transactions contemplated by the Financing Documents.

4. Approval of Waiver of Sovereign Immunity and other Dispute Resolution Provisions. The Tribal Council has been advised of each Dispute Resolution Provision contained in each Financing Document and such provisions are hereby approved or reaffirmed, as applicable, as the valid and binding obligations of the Tribe, enforceable against the Tribe in accordance with their terms. Each limited waiver of sovereign immunity and each provision relating to the resolution of disputes in each Financing Document is hereby expressly

incorporated by reference herein as though set forth at length herein, such incorporation, however, to become effective only upon the execution and delivery of the applicable Financing Document; upon such incorporation the limited waiver of sovereign immunity and each such provision shall be independently valid and enforceable as a law of the Tribe, independent of the Financing Documents and irrespective of whether the Financing Document is valid and enforceable.

5. Enforcement. The Tribal Court shall give full faith and credit to any award, order or decree rendered by any federal or state court in accordance with this Resolution and the Financing Documents. For judgments, decrees, orders, warrants, subpoenas, records or other judicial acts of the Tribe's Courts resulting from any action under the Financing Documents, a Tribal police officer is authorized to execute such judgment, decree, order, warrant, subpoena, record or other judicial act. In the case of any such foreclosure order or judgment, after delivery of such order or judgment by a Tribal police officer, such police officer may proceed to enter upon any property of the Tribe to remove such personal property or to permit removal by the party in whose favor the order or judgment was issued.

6. Security Interest Provisions. The Tribal Council hereby (i) reaffirms that Section 6 of Tribal Resolution #020214-01 (the "Original Authorizing Resolution"), which resolution is entitled "Authorizing Loan from Wells Fargo Bank, National Association and related Documents, Authorizing Tribal Appropriations for Payments of the Loan, Adopting Law Governing the Arbitration of Disputes related to the Loan, Adopting Law Regarding Security Interests and Addressing Related Matters" adopted by the Tribal Council on February 2, 2014, is in full force and effect without being repealed or otherwise amended and applies in all respects to each of the Financing Documents and the transactions set forth therein, and (ii) for the avoidance of doubt, re-adopts the following which shall have the force of law, notwithstanding any provision of the Little Traverse Bay Bands of Odawa Indians Secured Transaction Statute (the "LTBB Secured Transactions Statute") or the Michigan UCC (defined below) to the contrary:

(a) A security interest granted by a Tribal Party (as that term is defined in the LTBB Secured Transactions Statute), including in Pledged Revenues (as that term is defined in the LTBB Secured Transactions Statute), shall be created and attach upon the giving of value and the granting of such security interest in a writing executed by that Tribal Party, which security interest shall be governed by paragraphs (a) through (d) and, to the extent not inconsistent with such paragraphs, the LTBB Secured Transactions Statute.

(b) A security interest in Pledged Revenues may be perfected only by the filing of an initial financing statement in the same manner and in the same location as if all of such Pledged Revenues were accounts within the meaning of the Michigan UCC.

(c) Jurisdiction to enforce security interests against a Tribal Party governed by the LTBB Secured Transactions Statute shall lie solely within the Tribe's Tribal Courts or Federal Courts or State Courts with respect to which a Tribal Party has granted a waiver of its sovereign immunity to permit enforcement.

(d) For all purposes of paragraphs (a) through (c) above and the LTBB Secured Transactions Statute, "Michigan UCC" means the Uniform Commercial Code of the State of Michigan, as amended from time to time, except that any provision therein, including Section 440.9109(4)(m), that excludes from its scope any security interest granted by a governmental unit, subdivision or agency shall be inapplicable to a Tribal Party.

7. Enactment of Arbitration Law Applicable Solely to Financing Documents. The Tribal Council hereby (i) reaffirms that the Limited Arbitration Provisions adopted as law pursuant to Section 7 of the Original Authorizing Resolution and Exhibit A attached to the Original Authorizing Resolution is in full force and effect without being repealed or otherwise amended and is applicable to, and encompasses in all respects, each of the Financing Documents, and (ii) for the avoidance of doubt, re- enacts as a law of the Tribe the "Limited Arbitration Provisions" set forth in **EXHIBIT A** attached hereto.

8. Appropriation. The Tribal Council hereby appropriates all such funds and revenues of the Odawa Casino and Odawa Resort as shall be required to pay when due all amounts owing by the Tribe under all Financing Documents, it being intended that this appropriation shall constitute a statute addressing appropriations for Tribal institutions within the meaning of Article XIV(A)(1) of the Constitution (relating to initiatives).

9. Repealer. Any laws, ordinances, rules, regulations, decisions, orders, judgments, resolutions or other actions, other than the Tribal Constitution of the Tribe, any branch, division, authority, agency, subsidiary, board, commission or other instrumentality of the Tribe, or any of the officers, employees or agents of the foregoing, whether written, unwritten or established by tradition, custom or practice that are in effect and are in conflict with or inconsistent with the terms of this Resolution, the transactions contemplated herein or any provision set forth in the Financing Documents are hereby repealed and annulled to the extent of such conflict or inconsistency, and this Resolution shall supersede the same.

10. Miscellaneous. If any provision of this Resolution or the application of any provision of this Resolution is held to be invalid, the remainder of the Resolution shall not be affected with respect to the same. This Resolution shall become effective as of the date and time of its passage and approval by the Tribal Council.

(Source: TRIBAL RESOLUTION #032317-01)

18.512(7.15)(a) MICHIGAN DEPARMTENT OF TRANSPORTATION PERFORMANCE RESOLUTION FOR TRIBAL GOVERNMENTS

Scanned Document Inserted Below

070915-04

COPY

Michigan Department
Of Transportation
2207D (10/11)

PERFORMANCE RESOLUTION FOR TRIBAL GOVERNMENTS

This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a sovereign tribal government an "Individual Permit for Use of State Trunkline Right of Way," or an "Annual Application and Permit for Miscellaneous Operations Within State Trunkline Right of Way."

RESOLVED WHEREAS, the Little Traverse Bay Bands of Odawa Indians
(Name of Sovereign Tribal Government)

hereinafter referred to as the "TRIBAL GOVERNMENT," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utility or other facilities, or to conduct other activities, on, over, and under state trunkline right of way at various locations; within and adjacent to its tribal government properties;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the TRIBAL GOVERNMENT agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.

2. Any work performed for the TRIBAL GOVERNMENT will be solely as for the TRIBAL GOVERNMENT and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the TRIBAL GOVERNMENT, or their subcontractors or any other person not a party to the PERMIT without its specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims against the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof will be the sole responsibility of the TRIBAL GOVERNMENT. Certificate of insurance shall be provided to the Department by the contractors. The liability policies shall meet the requirements of the Department's Permit.

3. The TRIBAL GOVERNMENT will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State trunkline right of way resulting from the installation, construction, operation and/or maintenance of the TRIBAL GOVERNMENT'S facilities according to a PERMIT issued by the DEPARTMENT.

4. With respect to any activities authorized by PERMIT, when the TRIBAL GOVERNMENT requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers; agents, and employees thereof, pursuant to a maintenance contract.

5. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.

MDOT 2207D (10/11) Page 2 of 2

6. This resolution shall continue in force from this date until cancelled by the TRIBAL GOVERNMENT or the DEPARTMENT with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the TRIBAL GOVERNMENT with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within state trunkline right of way on behalf of the TRIBAL GOVERNMENT.

Name	and/or	Title
Tribal Administrator		
Tribal Chairperson		

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by the Tribal Council of the Little Traverse Bay Bands of Odawa Indians
(Name of Sovereign Indian Tribe)

at a meeting held on the ~~15th~~ 09TH day of July 2015 A.D.

Signed Marcella Reyes Title Treasurer

Print Name Marcella Reyes

(Source: TRIBAL RESOLUTION #070915-04 *Michigan Dept. of Transportation Template*)

18.513(8.15)(a) WATER SERVICE TO ODAWA ECONOMIC DEVELOPMENT MANGEMENT , INC. (OEDMI) LEASED PROPERTY

WHEREAS to pursue non-gaming economic development the Tribal Council chartered a Tribal Corporation, Odawa Economic Development Management, Inc. (OEDMI), and tasked OEDMI with redevelopment of the former Victories Casino site, on the corner of Lears Rd and U.S. 131, Petoskey MI 49770, ("Victories Casino"), which the Tribe intends to develop for mixed retail and food services to be known as the "Shops at Victories;"

A. **WHEREAS** the Tribe entered into a lease with OEDMI for a period of 25 years, with a 25 year renewal option, for the Victories Casino property, the lease having been duly approved by the Department of the Interior, Bureau of Indian Affairs ("BIA"), per federal law;

B. **WHEREAS** the property subject to the lease between the Tribe and the OEDMI is legally described in the survey prepared by Benchmark Engineering dated July 7, 2011, Job Number 11-098, attached hereto as Exhibit A (the "Victories Property");

C. **WHEREAS** the portion of Lears Road on the south side of Victories Casino, between US 131 and Howard Street, is a federal highway, the Tribe having granted a road right-of-way to the BIA over its trust land for development of Lears Road;

D. **WHEREAS** the Tribe intends to grant the BIA a right-of-way for development of a public federal road through the Victories Property and the BIA intends to grant the Tribe a blanket utility easement in the right-of-way;

E. **WHEREAS** the City of Petoskey ("City") maintains a water main along the Lears Road federal right-of-way through which it provides water service to the Tribe's health center, Independence Village, and other businesses and residences along said portion of Lears Road, and to the former Victories Casino;

F. **WHEREAS** OEDMI has secured funding for infrastructure, entered into development agreements, and now intends to arrange for the water supply to the Victories Property;

G. **WHEREAS** the Tribe, as beneficial owner of the Victories Property, which is held in trust for the Tribe by the United States, has authority to permit the City of Petoskey to supply water services to the Victories Property;

H. **WHEREAS** the OEDMI plans to construct water mains and related infrastructure to enable the City to supply water services in the road rights-of-way as depicted on the Road and Parking Right of Way Map ("NDG Map") prepared by Northwest Design Group dated July 6, 2015, Project No. 1140502, attached hereto as Exhibit B (the "Victories Road Rights-of-Way").

I. **THEREFORE BE IT RESOLVED:**

1. The Tribe and the OEDMI jointly and severally grant, warrant and convey to the City the right and authority to construct, maintain, alter, replace, extend, repair, or remove water lines and related equipment, including existing water mains and extensions thereof on the Victories Property, in the Victories Road Rights-of-Way and surrounding Victories Property as depicted on the NDG Map.

2. OEDMI, through a licensed contractor, will construct a water main within the Victories Road Rights-of-Way, being a federal right-of-way including all appurtenances, such as valves, hydrants, and water services, at no cost to the City. The water main construction will be observed under the supervision of a licensed engineer, and will be constructed and tested and approved per MDEQ permit requirements and City construction standards. The City will be allowed to observe and inspect all construction facilities. Upon certification of completion by the licensed engineer, and City's concurrence that the water main is ready for operation, the City will approve hook-up to the water main on Lears Road, at which point ownership of the water main within the Victories Road Rights-of-Way will be turned over to the City.

3. The City shall be responsible for maintenance and repair of the water mains pursuant to the City Code of Ordinances and applicable law, except the Tribe, OEDMI and their tenants, agents, successors and assigns acknowledge the City is expressly reserving all rights under law available to the City including rights of governmental immunity.

4. The Tribe and OEDMI shall be responsible for all water service lines and appurtenances on the Victories Property, the same as all owners of property located in the City pursuant to the City Code of Ordinances.

5. The City shall possess such rights of ingress and egress over the Victories Property as are necessary or reasonable for all purposes incident to water line installation and distribution activities. Such rights include, by way of illustration and not limitation, the following:

A. The right to install water meters for each user located on the Victories Property including the right to access all meters for reading, repairs, replacement and the right to calculate water consumption;

B. The right to separately bill all users of water on the Victories Property pursuant to the City Code of Ordinances now in effect and as amended from time to time (the "City Codes");

C. The right to shut off water for non-payment or other violations pursuant to the City Codes.

6. No structure or other barrier shall be constructed or maintained anywhere on the Property that would interfere with the City's ability to maintain its water line.

7. The Tribe, its sub-entities, including OEDMI, employees, officials, guests, lessees, sub-lessees and invitees will not engage in any activity that would damage or hinder the maintenance of the City's water line on the Victories Property or that would otherwise be prohibited by City ordinance.

8. This Resolution shall be binding on the OEDMI and the Tribe's tenants, successors and assigns as to the Victories Property with the same force and effect as a utility easement that runs with the land. The Tribe shall reference this Resolution in all leases and agreements that relate to the Victories Property.

9. The OEDMI and Tribe shall cause all of its tenants, successors, and assigns to be contractually bound by the City of Petoskey Code of Ordinances as it relates to the use and consumption of City water services.

10. This Resolution may be recorded with the Emmet County Register of Deeds in order to place the terms and conditions of this Resolution as part of the public record.

(Source TRIBAL RESOLUTION #080615-01)

18.514(1.06)(a) CORA REGISTRATION OF BOATS, SNOWMOBILES AND ORV'S

A. WHEREAS the Tribe's right to harvest fish in the Michigan waters of Lakes Superior, Michigan and Huron was reserved in Treaty of March 28, 1836 (7 Stat. 491);

B. **WHEREAS** the nature, scope and extent of the Tribe's right have been the subject of litigation in United States, et al., v. State of Michigan, Case No.2: 73 CV 26, (W.D. MI.), which is currently subject to a 20-year management and allocation order of the Federal Court, issued on August 7, 2000, commonly known as the Consent Decree;

C. **WHEREAS** the Consent Decree contemplates that management and regulation of the treaty fishery is to be carried out by the Chippewa Ottawa Resource Authority (CORA) pursuant to its Charter;

D. **WHEREAS** Article V, Section (B) of the CORA Charter authorizes the entity to exercise such duties and responsibilities as delegated to it by its member Tribes;

E. **WHEREAS** the Consent Decree recognizes the authority of the Tribes to manage and regulate the treaty fishery, and in particular, to register fishing vessels utilized by their citizens in carrying out treaty-protected fishing activities, in Sections VI(A)(5)(d) and VI(A)(6)(D);

F. **WHEREAS** the CORA Board has determined that it is beneficial to the member Tribes' fishers that the registration of fishing vessels be subject to uniform standards common to all 1836 Treaty Tribes and the CORA Board has requested that each Tribe authorize the CORA staff to implement and maintain such a registry;

G. **WHEREAS** the LTBB Natural Resource Commission at its meeting on January 11, 2006, has taken action in agreement with the CORA request and is requesting similar action by the LTBB Tribal Council.

H. **THEREFORE BE IT RESOLVED** that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians hereby authorizes CORA to register LTBB Tribal citizens' commercial/subsistence vessels, ORV's, snowmobiles and research vessels, and also those vessels utilized by the Tribe in carrying out management and enforcement activities, this authorization to remain in place until rescinded by further action by the Tribe.

(Source: TRIBAL RESOLUTION #012206-05)

18.515(3.06)(a) RECOMMENDATION TO THE STATE OF MICHIGAN FOR

INCLUSION OF ANISHINAABEMOWIN AS A SECOND LANGUAGE IN EDUCATIONAL REQUIREMENTS

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians Tribal Council is the elected legislative body of the Tribe and;

B. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians Reservation boundaries are primarily surrounded by the State of Michigan and as such the students from our reservation primarily attend schools with curriculum controlled by the State of Michigan;

C. **WHEREAS** the State of Michigan is currently considering a public school graduation requirement that students attend two years of a foreign language;

D. **WHEREAS** Anishinaabemowin is the primary language of the indigenous peoples of the territory that became the State of Michigan;

E. **WHEREAS** the Constitution of Little Traverse Bay Bands of Odawa Indians recognizes Anishnaabemowin as the Traditional Language of the Tribe and the Constitution's first directive promotes revitalization of Anishnaabemowin.

F. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council desires the State of Michigan to recognize Anishinaabemowin as a second language alternative for high school graduation requirements and consider using the terminology of second language rather than foreign language in graduation requirements.

G. **FURTHER RESOLVED,** the Tribal Executive is directed to deliver this resolution to any and all State of Michigan officials that have influence over this decision.

(Source: TRIBAL RESOLUTION #031906-04)

18.516(3.06)(b) TO STOP CONDUCTING BUSINESS WITH "PETE'S PIPE AND BARREL" AS LONG AS THEY DISPLAY A "CIGAR STORE INDIAN"

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians Tribal Council is the elected legislative body of the Tribe and;

B. **WHEREAS** many Tribal Members feel the "Cigar Store Indian" is a sign of racism and oppression;

C. **WHEREAS** "Pete's Pipe and Barrel" displays a "Cigar Store Indian" inside the store during the winter and outside the store during the summer;

D. **WHEREAS** the display of this symbol is so prominent that it was painted into the building size mural in the Clinton Hotel parking lot on Michigan St. in Petoskey;

E. **WHEREAS** when confronted about the subject in the mural the artist gracefully stated that he would never had painted this symbol had he know anyone felt it was a symbol of racism and oppression and he immediately painted a flower bed over the "Cigar Store Indian";

F. **WHEREAS** both Gijigowi (Victor Kishigo) and Fred Harrington have approached the store owner and expressed concerns that the statue is a symbol of oppression and racism, the owner has taken this under advisement;

G. **THEREFORE, BE IT RESOLVED** as long as "Pete's Pipe and Barrel" displays a "Cigar Store Indian" the Tribal Government and its enterprises and any entities owned or managed by the Tribe in whole or in part shall be forbidden from conducting business with "Pete's Pipe and Barrel".

H. **FURTHER RESOLVED,** the Tribal Executive is hereby directed to deliver this resolution to the owner of the store and request the statue be removed from view of the public or any customers.

I. **FINALLY BE IT RESOLVED,** the penalty for violation of this resolution shall be cause for termination.

(Source: TRIBAL RESOLUTION #031906-05)

18.517(5.06)(a) REQUESTING REPATRIATION OF THE TRIBE'S ANCESTRAL REMAINS AND BURIAL ITEMS FROM THE UNIVERSITY OF MICHIGAN FOR PROPER CEREMONY AND REBURIAL

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians Tribal Council is the elected legislative body of the Tribe;

B. WHEREAS the Little Traverse Bay Bands of Odawa Indians has repatriated our ancestors and their burial related possessions from every museum and university that was identified possessing these people and items;

C. WHEREAS the University of Michigan labeled an entire collection of remains and burial items as "culturally unaffiliated or unidentifiable" without contacting our Native American Graves and Repatriation Officer;

D. WHEREAS the Little Traverse Bay Bands of Odawa Indians Tribal Council has information and belief that no attempt was made to identify Tribal affiliation of much of the collection held by the University of Michigan;

E. WHEREAS the Little Traverse Bay Bands of Odawa Indians Tribal Council has information and belief that many of the human remains and burial items came from our traditional lands including most of the counties within our territories ceded in the Treaty of 1836, and are culturally affiliated with our Tribe;

F. THEREFORE, BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians directs the Tribal Executive to contact University of Michigan President Mary Sue Coleman and demand immediate return of our ancestors and their burial items for proper ceremony and reburial.

(Source: TRIBAL RESOLUTION #050706-02)

18.518(5.06)(b)APPROVAL OF "INTERGOVERNMENTAL ACCORD BETWEEN THE TRIBAL LEADERS OF THE FEDERALLY RECOGNIZED TRIBES IN MICHIGAN AND THE GOVERNOR OF THE STATE OF MICHIGAN TO EXPAND JOINT

ECONOMIC DEVELOPMENT ACTIVITIES”

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians seeks to promote economic development to provide jobs and security for current and future Tribal members and the community as a whole;

B. **WHEREAS** Article VIII(C)(2) of the LTBB Constitution delegates to the Chairperson the power "to represent the Little Traverse Bay Bands of Odawa Indians in an ambassadorial capacity" and Article VII(D)(23) delegates to the Tribal Council the power to "approve negotiations with any other governments, businesses or individuals by a majority vote of the Tribal Council;"

C. **WHEREAS** On May 13, 2005, the leaders of the federally recognized tribes in Michigan and the Governor entered into an Intergovernmental Accord affirming their commitment to expand their joint economic base in which they agreed to designate representatives to meet at least twice each year to improve the coordination and utilization of economic development programs and resources by tribal and state governments;

D. **WHEREAS** to expand the commitment in the May 13, 2005 Accord, the Chairperson, other Tribal Leaders and the Governor have drafted an Intergovernmental Accord between the Tribal Leaders and the Federally Recognized Indian Tribes in Michigan and the Governor of the State of Michigan to expand Joint Economic Development Activities;

E. **THEREFORE BE IT RESOLVED** that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians approves the document as negotiated by the Executive titled "Intergovernmental Accord between the Tribal Leaders and the Federally Recognized Indian Tribes in Michigan and the Governor of the State of Michigan to expand Joint Economic Development Activities," anticipated to be executed by the Tribal Leaders and Governor on or about May 30, 2006 as shown in the final draft dated March 23, 2006, or as may be modified without substantially changing the content or intent.

(Source: TRIBAL RESOLUTION #050706-03)

18.519(6.06)(a) APPROVAL OF MEMORANDUM OF UNDERSTANDING

BETWEEN THE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS, THE EMERGENCY MANAGEMENT DIVISION OF EMMET COUNTY AND THE EMERGENCY MANAGEMENT DIVISION OF THE MICHIGAN DEPARTMENT OF STATE POLICE

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians seeks to promote the health and safety of its citizens and all persons present within its territory;

B. **WHEREAS** effective mitigation against, preparation for, response to, and recovery from natural or human-made emergencies or disasters are enhanced by inter-governmental cooperation and coordination;

C. **WHEREAS** to this end LTBB has negotiated a Memorandum of Understanding Between the Little Traverse Bay Bands of Odawa Indians, the Emergency Management Division of Emmet County, and the Emergency Management Division of the Michigan Department of State Police;

D. **THEREFORE BE IT RESOLVED** that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians approves the document as negotiated by the Executive titled "Memorandum of Understanding Between the Little Traverse Bay Bands of Odawa Indians, the Emergency Management Division of Emmet County, and the Emergency Management Division of the Michigan Department of State Police," as may be modified without substantially changing the content or intent to be executed by the Tribal Chairperson.

(Source: TRIBAL RESOLUTION #061106-11)

18.520(6.18)(a) AUTHORIZING FIRST AMENDMENT TO AMENDED AND RESTATED WELLS FARGO LOAN AGREEMENT

A. **WHEREAS** under the Tribe's Constitution adopted by the members of the Tribe on February 1, 2005 (the "Constitution"), the "Tribal Council," consisting of nine (9) members of the Tribe, is the elected legislative branch of the Tribe and the "Tribal Chairperson" (also referred to as the "Executive") and "Vice-Chairperson" constitute the elected executive branch of

the Tribe;

B. **WHEREAS** the Tribal Council has various powers enumerated in the Constitution, including, among others, to: (1) make laws not inconsistent with the Tribe's Constitution, including for the regulation of commerce, subject to a veto by the Executive that is not thereafter overridden by the Tribal Council; (2) enact laws governing the encumbrance and disposition of non-real estate tangible assets; (3) purchase, receive by gift, or otherwise acquire land, interests in land, personal property or other intangible assets which the Tribal Council may deem beneficial; (4) appropriate funds; (5) approve negotiations with any other governments, businesses or individuals by a majority vote of the Tribal Council; and

C. **WHEREAS** under the Constitution, the Tribal Council may make laws of the Tribe either by statute or by resolution; and

D. **WHEREAS** the Tribe owns and operates the Odawa Casino and the Odawa Hotel, located on lands taken into trust pursuant to the express authorization for trust acquisitions set forth in 25 U.S.C. §1300k-4(a) of the Little Traverse Act, and the general authorization for trust acquisitions in the Indian Reorganization Act of 1934 as expressly made applicable to the Tribe in 25 U.S.C. §1300k-2(a) of the Little Traverse Act; and

E. **WHEREAS** on February 7, 2014, the Tribe, as a borrower, and Wells Fargo Bank, National Association ("Wells Fargo"), as administrative agent (in such capacity, the "Administrative Agent") and as the sole lender (in such capacity, the "Original Lender"), entered into a certain Loan Agreement setting forth the terms and conditions of a reducing revolving credit facility in the initial principal amount of $41,000,000 (as amended, supplemented, restated or otherwise modified from time to time, the "Prior Loan Agreement"), and executed each of the following (collectively, each as amended to date, the "2014 Loan Documents"):

(a) Security Agreement dated as of March 12, 2014, by the Tribe in favor of the Administrative Agent;

(b) (i) Deposit Account Control Agreement (Access Restricted Immediately) dated as of March 12, 2014, among the Borrower, the Administrative Agent and Wells Fargo, as depository bank; and (ii) two Deposit Account Control Agreements (Access Restricted

After Notice) dated as of February 7, 2014 among the Tribe, the Administrative Agent and Wells Fargo, as depository bank.

(c) Springing Depository Agreement dated as of March 12, 2014, among the Tribe, the Administrative Agent and U.S. Bank National Association, as depository bank; and

(d) letter from the Tribe to the Administrative Agent containing a limited waiver of the Tribe's sovereign immunity that will apply to contractual relationships between the Tribe and the Administrative Agent, the Original Lender and affiliates thereof; and

F. WHEREAS as authorized by Tribal Resolution 032317-01, on March 28, 2017 the Tribe, as borrower, various financial institutions as lenders, and Wells Fargo, as Administrative Agent, entered into an Amended and Restated Loan Agreement (the "2017 Loan Agreement"), which converted the loan made pursuant to the Prior Loan Agreement to a term facility with the initial principal balance of $24,380,952.32, together with certain notes and related additional documents which amended and restated, and replaced, the 2014 Loan Documents (collectively, such amended and restated and additional documents executed in connection with the 2017 Loan Agreement, including the First Amendment referenced below, the "Existing Loan Documents");

G. WHEREAS there has been presented to the Tribal Council for its consideration the First Amendment to Amended and Restated Loan Agreement (the "First Amendment"), which amends certain provisions in the 2017 Loan Agreement;

H. WHEREAS the First Amendment contains and incorporates by reference certain provisions related to governing law, forum selection, arbitration, the limited waiver of tribal sovereign immunity, a waiver of the doctrine of exhaustion of tribal remedies and use of tribal forums for dispute resolution (the "Dispute Resolution Provisions"); and

I. WHEREAS as a condition to the Administrative Agent and the Lender entering into the First Amendment, the Tribe desires to provide, under the laws of the Tribe, for the authorization of the execution and performance of the First Amendment and the 2017 Loan Agreement, as amended by the First Amendment.

J. THEREFORE BE IT RESOLVED THAT:

1. Findings. The Tribal Council determines and finds that: (a) the Recitals in this Resolution are true and correct in all material respects; (b) the Tribal Council has full power and authority to adopt this Resolution, subject to approval by the Executive as provided in the Constitution; (c) the Tribal Council's adoption of this Resolution and the Tribe's entering into the First Amendment and reaffirming the Existing Loan Documents are in the best interest of the Tribe and its members and is consistent with the laws of the Tribe; and (d) the meeting at which this Resolution is being adopted is being validly held in compliance with the Constitution and the laws of the Tribe, and a quorum has been present and acting at all times relevant to adoption of this Resolution.

2. Approval of Existing Loan Documents and Performance Thereunder. The Tribal Council reaffirm each of the Existing Loan Documents and obligations of the Tribe thereunder and approves the First Amendment in the form presented to it. The Tribal Council authorizes and approves the execution and delivery of the First Amendment on behalf of the Tribe by one or more Authorized Representatives referred to in Section 3 below, substantially in the form presented or with such modifications or changes as shall be approved by the Authorized Representatives executing the same, which approval shall be conclusively presumed upon such execution and delivery. Following the execution and delivery of the First Amendment, the Tribal Council also authorizes the performance of the 2017 Loan Agreement, as amended by the First Amendment authorized hereby on behalf of the Tribe.

3. Authorized Representatives. The Tribal Council hereby authorizes the Tribal Chairperson, or, in the absence of the Tribal Chairperson, the Tribal Vice-Chairperson or any other person entitled under the laws of the Tribe to act in the stead of the Chairperson or Vice-Chairperson and the Tribal Treasurer (each, an "Authorized Representative"), to execute and deliver on behalf of the Tribe the First Amendment in the form authorized in Section 2 of this Resolution, and to execute and deliver such other agreements (including indemnity agreements), documents, certificates, orders, requests and instruments and cause to be taken such other actions as may be contemplated by the First Amendment or as may be necessary or appropriate in connection with the consummation of the transactions contemplated by the First Amendment.

4. Approval of Waiver of Sovereign Immunity and other Dispute Resolution Provisions. The Tribal Council has been advised of each Dispute Resolution Provision contained or referenced in the First Amendment and such provisions are hereby approved or reaffirmed, as applicable, as the valid and binding obligations of the Tribe, enforceable against the Tribe in accordance with their terms. Each limited waiver of sovereign immunity and each provision relating to the

resolution of disputes in or referenced in the First Amendment and each other Existing Loan Document is hereby expressly incorporated by reference herein as though set forth at length herein, such incorporation, however, to become effective only upon the execution and delivery of the First Amendment; upon such incorporation the limited waiver of sovereign immunity and each such provision shall be independently valid and enforceable as a law of the Tribe, independent of the First Amendment and each other Existing Loan Document and irrespective of whether the First Amendment or any other Existing Loan Document is valid and enforceable.

5. Enforcement. The Tribal Court shall give full faith and credit to any award, order or decree rendered by any federal or state court in accordance with this Resolution and the Existing Loan Documents. For judgments, decrees, orders, warrants, subpoenas, records or other judicial acts of the Tribe's Courts resulting from any action under the Existing Loan Documents, a Tribal police officer is authorized to execute such judgment, decree, order, warrant, subpoena, record or other judicial act. In the case of any such foreclosure order or judgment, after delivery of such order or judgment by a Tribal police officer, such police officer may proceed to enter upon any property of the Tribe to remove such personal property or to permit removal by the party in whose favor the order or judgment was issued.

6. Reaffirmation of Security Interest Provisions. The Tribal Council hereby (i) reaffirms that Section 6 of Tribal Resolution #020214-01 and Section 6 of Tribal Resolution 032317-01 (together, the "Original Authorizing Resolutions"), which resolutions are entitled "Authorizing Loan from Wells Fargo Bank, National Association and related Documents, Authorizing Tribal Appropriations for Payments of the Loan, Adopting Law Governing the Arbitration of Disputes related to the Loan, Adopting Law Regarding Security Interests and Addressing Related Matters" adopted by the Tribal Council on February 2, 2014 and "Authorizing Refinancing Loan from Wells Fargo Bank, National Association and related Documents, Authorizing Tribal Appropriations for Payments of the Loan, Reaffirming and Readopting Law Governing the Arbitration of Disputes related to the Loan, Reaffirming and Readopting Law Regarding Security Interests and Addressing Related Matters" adopted by the Tribal Council on March 23, 2017, are each in full force and effect without being repealed or otherwise amended and applies in all respects to each of the Existing Loan Documents and the transactions set forth therein.

7. Reaffirmation of Enactment of Arbitration Law Applicable Solely to Existing Loan Documents. The Tribal Council hereby (i) reaffirms that the Limited Arbitration Provisions adopted as law pursuant to Section 7 of each of the Original Authorizing Resolutions and Exhibit A attached to each of the Original

Authorizing Resolutions are in full force and effect without being repealed or otherwise amended and is applicable to, and encompasses in all respects, each of the Existing Loan Documents, and (ii) for the avoidance of doubt, re- enacts as a law of the Tribe the "Limited Arbitration Provisions" set forth in EXHIBIT A attached hereto.

8. Repealer. Any laws, ordinances, rules, regulations, decisions, orders, judgments, resolutions or other actions, other than the Tribal Constitution of the Tribe, any branch, division, authority, agency, subsidiary, board, commission or other instrumentality of the Tribe, or any of the officers, employees or agents of the foregoing, whether written, unwritten or established by tradition, custom or practice that are in effect and are in conflict with or inconsistent with the terms of this Resolution, the transactions contemplated herein or any provision set forth in the Existing Loan Documents are hereby repealed and annulled to the extent of such conflict or inconsistency, and this Resolution shall supersede the same.

9. Miscellaneous. If any provision of this Resolution or the application of any provision of this Resolution is held to be invalid, the remainder of the Resolution shall not be affected with respect to the same. This Resolution shall become effective as of the date and time of its passage and approval by the Tribal Council.

(Source: TRIBAL RESOLUTION #060718-01)

18.521(11.18)(a) REQUEST TO THE SECRETARY OF THE INTERIOR TO ASSUME STATE HISTORIC PRESERVATION OFFICE (SHPO) RESPONSIBILITIES AND ESTABLISH A TRIBAL HISTORIC PRESERVATION OFFICE PROGRAM

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians enacted the statute of Tribal Historic Preservation Office Protection and Management for Archaeological, Historical, and Cultural Properties and Cultural Resources in May of 2013 that established the Tribal Historic Preservation Office;

B. WHEREAS the purpose of the Office is to provide for a comprehensive program of historic preservation to promote the protection and conservation of archaeological, historical and cultural resources of the Tribe;

C. **WHEREAS** the National Historic Preservation Act (Public Law 89-665 and amendments thereto; 16 U.S.C. 470 et seq.) provides for Tribes to enter into a partnership agreement in the National Program of Historic Preservation through the Department of the Interior National park Service including technical assistance as needed in developing a program plan and assisting in the applications process;

D. **WHEREAS** the National Historic Preservation program is strengthened by providing Indian Tribes with the opportunity to be full partners in the program. Tribal assumption of these functions is an exercise of the government-to-government relationship between the United States and the Indian Tribes.

E. **WHEREAS** the National Historic Preservation Act provides for a tribe to assume all or any part of the functions of a State Historic Preservation Officer if:

- **I.** Submit an official request from "*…the tribe's chief governing authority…"*
- **II.** Designate, through appointment by the chief governing authority or by ordinance, *"…a tribal preservation official to administer the tribal historic preservation program…"; and*
- **III.** Provide a plan that describes how the functions to be assumed will be carried out;

F. **WHEREAS** the Tribe is a domestic sovereign with the authority to assume State Historic Preservation Officer responsibilities under the National Historic Preservation Act, and to enter into a Memorandum of Agreement.

G. **WHEREAS** In accordance with Tribal Historic Preservation Office Protection and Management for Archaeological, Historical, and Cultural Properties and Cultural Resources Statute, the Tribal Chair has nominated Melissa Wiatrolik as the Deputy Tribal Historic Preservation Officer and on November 29, 2018, Tribal Council approved the nomination and appointed Melissa Wiatrolik as the Deputy Tribal Historic Preservation Officer together with Wesley Andrews as advisory consultant to fulfill the duties of the Tribal Historic Preservation Officer and program plan.

H. THEREFORE, BE IT RESOLVED that Tribal Council is requesting the National Park Service of the Department of the Interior accept the Little Traverse Bay Bands of Odawa Indians Tribal Historic Preservation Officer (THPO) Program plan wherein Melissa Wiatrolik will serve as the Deputy Tribal Historic Preservation Officer together with Wesley Andrews as advisory in order to fulfill the duties of the Tribal Historic Preservation Officer and program plan.

(Source: Tribal Resolution #112918-01)

18.522(1.19)(a) TRANSFER AND SEGREGATION OF COMPACT PAYMENT

A. WHEREAS to foster and enhance Tribal governmental operations and programs, the general welfare of the Tribe and its members, and Tribal economic development, LTBB operates a class III gaming operation under the Indian Gaming Regulatory Act and the Tribal/State Compact entered into in 1998, and amended in 2003 and 2008;

B. WHEREAS the Compact includes a provision for "Economic Incentive Payments to State" and the Tribe is in the process of analyzing whether the conditions for continuing the payment remain in place;

C. WHEREAS this analysis does not impact the 2% payment to local governments under Section 18 of the Compact;

D. THEREFORE BE IT RESOLVED that the Tribal Council directs the Odawa Casino to transfer the 6% payment that would be due 45 days after December 31, 2018 to the Tribal government to be placed in a segregated account or otherwise be separately accounted until such time that Tribe has made a determination on whether or not the conditions for continuing the payment remain in place.

(Source: TRIBAL RESOLUTION #012619-01)

18.523(3.19)(a) TRANSFER AND SEGREGATION OF COMPACT PAYMENT

A. WHEREAS to foster and enhance Tribal government operations and programs, the general welfare of the Tribe and its members, and Tribal economic development, LTBB operates

a class III gaming operation under the Indian Gaming Regulatory Act and the Tribal/State Compact entered into in 1998, and amended in 2003 and 2008;

B. **WHEREAS** the Compact includes a provision for "Economic Incentive Payments to State: and the Tribe is in the process of analyzing whether the conditions for continuing the payment remain in place;

C. **WHEREAS** this analysis does not impact the 2% payment to local governments under Section 18 of the Compact;

D. **THEREFORE, BE IT RESOLVED** that the Tribal Council authorizes and directs the Odawa Casino Resort to separate and transfer to the Tribal Government the 6% compact payment for Mackinaw and Petoskey OCR locations each month, within twenty (20) days subsequent to month end. The transfers shall begin January 2019, and such transfers shall be deposited into a short-term investment account as selected by the Senior Financial Analyst.

(Source: TRIBAL RESOLUTION #030719-02)

18.524(3.19)(b) TRANSFER OF FUNDS IN EXCESS OF "THREE YEAR FREE PLAY AMOUNT

A. **WHEREAS** starting in 2010 the Odawa Casino Resort segregated and maintained funds that represented the difference between the proper GAAP valuation of promotional free play as a zero-cent wager and the artificial assignment of value in calculating amounts due the State and Local Revenue Sharing Board under the Compact;

B. **WHEREAS** the Loan Agreement between the Tribe and Wells Fargo Bank, National Association requires keeping these funds in a Free Play Reserve Account;

C. **WHEREAS** on June 14, 2018, the Tribe and Wells Fargo entered into an amendment to their Amended and Restated Loan Agreement on March 28, 2017. The 2018 Amendment requires the Tribe to keep Free Play Assissments in the Free Play Reserve Account for the

amount accumulated for the past three calendar years. The 2018 Amendment says that "to the extent that the amounts on deposit in the Free Play Reserve Account exceed the Three Year Free Play Amount calculated as of the most recent fiscal year end, the Borrower may withdraw such excess amount from the Free Play Reserve Account and utilize such amount for such purposes as may be authorized by the Tribal Council or otherwise permitted by Applicable Law;

D. **WHEREAS** as of December 31, 2017 there was $3,403,465 in the Free Play Reserve Bank Account. Additionally, per GAAP guidelines, $173,663 was accrued in January 2018 for December 2017 totaling $3,576,128.20 leaving $2,464,821.08 available for withdrawal.

E. **WHEREAS** as of December 31, 2018 there was $4,080,271.23 per GAAP guidelines in the Free Play Reserve Account, with the Three-Year Free Play amount being $1,426,164.81, leaving $2,654,106.42 available for withdrawal.

F. **THEREFORE, BE IT RESOLVED THAT** the Tribal Council of the Little Traverse Bay Bands of Odawa Indians authorizes and directs 1) all funds in the Free Play Escrow Account as of the end of fiscal year 2018 in excess of three years be transferred to the Tribal government 2) at the end of subsequent years, all funds in excess of three years be calculated and transferred to the Tribal government no later than January 31st of subsequent year.

G. **FURTHER, BE IT RESOLVED THAT** it will be transferred to the short-term investment account until the best interest-bearing accounts can be selected for deposit.

(Source: TRIBAL RESOLUTION #030719-03)

18.525(3.19)(a) AUTHORIZATION FOR MICHIGAN INDIAN LEGAL SERVICES, INC. TO PURSUE AMERICORPS FUNDING ON BEHALF OF THE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS TO DEVELOP A MEDICAL-LEGAL PARTNERSHIP

A. **WHEREAS** the Tribe's Constitution directs the Tribal government to promote with special care the health interests of its citizens;

B. **WHEREAS** Michigan Indian Legal Services, Inc. (MILS) is a legal aid organization with offices in Traverse City, Michigan that provides qualifying individuals with free legal services;

C. **WHEREAS** MILS seeks to operate a medical-legal partnership with LTBB that will serve low income patients, including but not limited to elders and people with disabilities;

D. **WHEREAS** the terms and conditions of the partnership between MILS and LTBB will be subject to a memorandum of understanding;

E. **WHEREAS** LTBB realizes that collaborative partnerships between legal services programs and healthcare institutions can provide low-income patients with a means to address critical health impacting legal needs;

F. **WHEREAS** MILS seeks to submit an application on behalf of LTBB to the Corporation for National and Community Services for an AmeriCorps Indian Tribes Program Grant in an effort to establish medical-legal partnerships and implement those efforts in conjunction with LTBB;

G. **WHEREAS** MILS must be identified as a "tribal organization" and must be authorized to act on behalf of and include LTBB in a CNCS grant application for the purpose of conducting the activities and providing the services described in the application;

H. **WHEREAS** both MILS and LTBB have demonstrated effectiveness to administer programs and activities in the delivery of services to Indian families through previous grant awards;

I. **WHEREAS** MILS will assume full responsibility for the fiscal integrity of this application, including full responsibility for any matching funds;

J. **WHEREAS** MILS will include LTBB in the program development and implementation of this application.

K. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians approves Michigan Indian Legal Services, Inc. as a tribal organization for purposes of applying for this grant and authorizes it to serve as legal applicant for federal funding through the Corporation for National and Community Service, on behalf of and including the Little Traverse Bay Bands of Odawa Indians in the proposed grant activities. The Tribal Chairperson or designee is authorized on behalf of LTBB to sign any documents necessary to facilitate submission of the application.

(Source: TRIBAL RESOLUTION #032819-01)

Chapter 6. General Application

18.601 TO LICENSE THE TRIBAL ELDERS ASSOCIATION TO USE THE TRIBAL LOGO

A. THEREFORE, BE IT RESOLVED the Tribal Elders Association is licensed to use the Tribal logo for garments and fund raising activities.

(Source: TRIBAL RESOLUTION # 030809-01)

18.602 THE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS TRIBAL COUNCIL REQUESTS THE UNIVERSITY OF MICHIGAN DISPOSITION ALL REMAINS AND FUNERARY OBJECTS IDENTIFIED AS “NATIVE AMERICAN” OR "UNAFFILIATED/UNIDENTIFIABLE HUMAN REMAINS” AND TURN CUSTODY OF SAID REMAINS OVER TO THE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS

A. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council requests the University of Michigan disposition all remains and funerary objects identified as “Native American” or "unaffiliated/unidentifiable human remains” and turn custody of said remains over to the Little Travers Bay Band of Odawa Indians.

(Source: TRIBAL RESOLUTION # 071209-10)

18.603 NOTICE OF FIREARM PROHIBITION AND CONCURRENT JURISDICTION

A. THEREFORE, BE IT RESOLVED, that Little Traverse Bay Bands of Odawa Indians Tribal Council requires the Natural Resources Department to place the following language conspicuously on the application for *On/Off Reservation LTBB Hunting/Fishing License:* **"If you are prohibited from owning, possessing or using a firearm under State or Federal Law this license <u>does not</u> protect you from prosecution under State or Federal Law**."

(Source: TRIBAL RESOLUTION # 080909-09)

18.604 ESTABLISHMENT AND AUTHORITY OF THE LEGISLATIVE/EXECUTIVE TEAM

A. THEREFORE, BE IT RESOLVED that the Tribal Council establishes and directs a "Legislative/Executive Team" to negotiate the restructuring of the notes with the bondholders, provided that any action concerning the bonds or restructuring of debt will be brought back to the Tribal Council by said team for approval prior to the action taken.

B. FURTHER BE IT RESOLVED that the Team shall consist of the Legislative Leader, Treasurer, and Secretary and Legislative Services Attorney, Tribal Chair, Tribal CFO, OCR Director of Finance, General Counsel, Tribal Citizen Fred Harrington and any other individuals designated by the Legislative/Executive Team and any other Tribal Council members that desire to participate.

C. FURTHER BE IT RESOLVED that the Team shall provide updates to the Tribal Council at each of its regularly scheduled meetings.

D. FINALLY BE IT RESOLVED that communication with representative of *Oppenheimer & Co., Inc., Fredrick Peebles & Morgan,* Bond Lenders or the *Ad Hoc Committee of Lenders* will be made through the "Executive/Legislative Team" regarding the bond unless authorized otherwise by Tribal Council. Communications from the aforementioned shall be sent to both the General Counsel and the Legislative Services Attorney to be forwarded to the Team.

(Source: TRIBAL RESOLUTION # 092709-01)

18.605 REQUEST FOR TRIBAL NAME PROCLAMATION ON THE 2010 CENSUS LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS PROCLAMATION THAT THE LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS BE DENOTED AS "LTBB" ON THE 2010 CENSUS

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians PROCLAIM the **Little Traverse Bay Bands of Odawa Indians** for purposes of the 2010 Census form be denoted as the following: "**LTBB"** in order to ensure a full and accurate count of "Tribal Members" in 2010.

B. BE IT FURTHER RESOLVED, the **Little Traverse Bay Bands of Odawa Indians** will inform and promote to its tribal members, citizen, and descendants the accepted acronym or shortened version of the "**LTBB".**

C. FURTHER RESOLVED, that Tribal Chairman Ken Harrington, Vice Chairman Dexter McNamara, Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to fulfill the request to the Census Bureau to identify the **Little Traverse Bay Bands of Odawa Indians** as the **"LTBB"** acronym and shortened version on the Census 2010 decennial form.

(Source: TRIBAL RESOLUTION # 012410-08)

18.606 APPROVAL OF FY 2010 TRIBAL TRANSPORTATION IMPROVEMENT PROGRAM

A. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians approves the priorities as indicated in the FY 2010 Tribal Transportation Improvement Program. (see attachment A: Tribal Transportation Improvement Program (TTIP) Summary for FY 2009-2013 and attachment B: TTIP FY 2010)

B. BE IT FURTHER RESOLVED, that the Tribe's Chairperson is authorized to sign all documents and agreements necessary to facilitate the FY 2010 Tribal Transportation Improvement

Program.

(Source: TRIBAL RESOLUTION # 030710-01)

18.607 LONG RANGE TRANSPORTATION PLAN FY2010

A. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians approves the updated priorities and projects as indicated in the LTBB Long Range Transportation Plan (see attachment A: LTBB Long Range Transportation Plan 2010).

B. BE IT FURTHER RESOLVED, that the Tribe's Chairperson is authorized to sign all documents and agreements necessary to facilitate the FY 2010 Long Range Transportation Plan program.

(Source: TRIBAL RESOLUTION # 030710-02)

18.608 INDIAN RESERVATION ROADS INVENTORY ADDITIONS FY2010

A. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians approves the updated and additional roads to the Indian Roads Inventory (IRR). (see attachment A: LTBB IRR Inventory Additions FY 2010)

B. BE IT FURTHER RESOLVED, that the Tribe's Chairperson is authorized to sign all documents and agreements necessary to facilitate the Indian Reservation Roads Inventory.

(Source: TRIBAL RESOLUTION # 030710-03)

18.609 AUTHORIZATION FOR STANDARD CONSTRUCTION AND DESIGN CONTRACTS

A. THEREFORE BE IT RESOLVED that when entering into construction or design contracts for projects for which any necessary Tribal Council approvals or authorization have already been obtained, the Executive Branch is authorized to use standard AIA or EJCDC documents, as modified to fit the specific projects, without further Tribal Council action. Such

contracts may include dispute resolution provisions so long as LTBB Tribal Court is the sole jurisdiction for hearing disputes, or for enforcing mediation or arbitration decisions. If the project is located on trust land, standard contract language that references "a court of competent jurisdiction" is acceptable. Construction and design contracts cannot include waivers of sovereign immunity in other jurisdictions without express separate Tribal Council authorization.

(Source: TRIBAL RESOLUTION # 042510-01)

18.610TRIBAL COUNCIL CONSENTS TO AND AUTHORIZES THE TRIBAL CHAIR AND TRIBAL TREASURER TO SIGN NECESSARY DOCUMENT IN CONJUNCTION WITH THE BOND RESTRUCTURING

A. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council consents to and authorizes the Tribal Chair and the Tribal Treasurer to sign, by and on behalf of the Tribe, the necessary documents to effectuate the bond restructuring, provided that such documents have prior approval by Tribal Council.

(Source: TRIBAL RESOLUTION # 062710-01)

18.611 AUTHORIZES LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS TRIBAL PARTICIPATION IN A NATIONWIDE ELDER NEEDS ASSESSMENT

A. THEREFORE BE IT RESOLVED that the Tribal Council of the Little Traverse Bay Bands of Odawa Indians hereby authorizes participation in the most current *Identifying Our Needs: A Survey of Elders*. The Tribal Council grants permission to the North Dakota, Alaska, and Hawaii National Resource Centers on Native Aging to use all collected needs assessment information in aggregate format for the purpose of disseminating state, regional, and national results from analyses of the data.

B. BE IT FURTHER RESOLVED that specific information collected within the boundaries of the Little Traverse Bay Bands of Odawa Indians belongs to the Little Traverse Bay Bands of Odawa Indians and may not be released in any form to individuals, agencies, or organizations without tribal authorization.

C. FINALLY, BE IT RESOLVED that Tribal Chairman Ken Harrington, Vice Chairman Dexter McNamara, or Tribal Administrator Albert Colby Jr., or another designee from the Tribal Chairman is authorized to execute any documents necessary to participate in the national needs assessment.

(Source: TRIBAL RESOLUTION # 071110-02)

18.612 MIEA DELEGATE APPOINTMENT

A. THEREFORE BE IT RESOLVED that William Denemy and Beatrice Law are appointed as delegates and Alice Yellowbank as an alternate delegate to represent LTBB with the Michigan Indian Elders Association until a successor is appointed.

(Source: TRIBAL RESOLUTION # 082210-01)

18.613 AUTHORIZATION OF ACTION IN NOVEMBER 21, 2010 CONFIDENTIAL MEMO

A. THEREFORE BE IT RESOLVED that the Tribal Council authorizes the actions as set out in the Confidential Memo dated November 21, 2010 from General Counsel James A. Bransky.

(Source: TRIBAL RESOLUTION # 112110-01)

18.614 NCAI DELEGATION

A. THEREFORE BE IT RESOLVED that the Tribal Council, which is the official governing body of LTBB, hereby authorizes Vice-Chair Julie Shananaquet, who through her ambassadorial role for the Tribe shall represent the Tribe as official delegate to NCAI 68th Annual Convention, October 30-November 4, 2011, Portland Oregon.

B. FINALLY, BE IT RESOLVED this Resolution shall be null and void and be considered repealed after the date of November 5, 2011 or at the conclusion of the NCAI 68th Annual Convention whichever comes first.

(Source: TRIBAL RESOLUTION # 102311-01)

18.615 FUNDING FOR BABY VERONICA CASE

A. THEREFORE BE IT RESOLVED that Tribal Council through its Constitutional duty "authorizes the appropriation" of $10,000.00 from prior year funds for donations to NICWA and NARF to aid in the coordination of the amicus briefs for baby Veronica case and the Tribal Chairman shall administer his oversight authority to the extent necessary to ensure the administration of such funds.

(Source: TRIBAL RESOLUTION # 042113-02)

18.616 FUNDING FOR YOUTH TO ATTEND UNITY MEETING

A. THEREFORE BE IT RESOLVED that Tribal Council through its Constitutional duty "authorizes the appropriation" of $25,000 from prior year funds for the purpose of LTBB youth travel to the UNITY conference 2013 and Tribal Chairman shall administer his oversight authority to the extent necessary to ensure the administration of such funds.

(Source: TRIBAL RESOLUTION # 042113-03)

18.617 TO ESTABLISH AN AD-HOC VIOLENCE AGAINST WOMEN ACT / TRIBAL LAW AND ORDER ACT COMMITTEE

A. WHEREAS The Committee will involve individuals from the Legislative, Executive and Judiciary Branches of Tribal government along with the Prosecutor's Office in order to fully develop the laws, enforcement and services of VAWA and TOLA and make recommendations to the Tribal Chair, Tribal Council and Chief Judge and has identified the following Committee members:

B. THEREFORE BE IT RESOLVED that the Tribal Council approved the Ad-hoc VAWA/TOLA Committee that is comprised of Tribal Administrator, Communications Coordinator, Elders Coordinator or Designee, Executive Assistant to the Chairman, Human

Services Director and Victim Advocate, Chief of Police and Designated Officer, Natural Resources Director and Chief Conservation Officer, Probation Domestic Violence Coordinator, Health Director of Designee, Substance Abuse/Mental Health Director and/or Designee, Youth Coordinator or Designee, Chief Judge or Designee, Court Administrator or Designee, Legal Executive Assistant, Legislative Services Attorney, Tribal Councilor(s) and Prosecutor or Designee.

C. THEREFORE FURTHER BE IT RESOLVED that the Committee will make recommendations to the Tribal Chair, Tribal Council and Chief Judge based on their findings.

D. FINALLY BE IT RESOLVED that the work group shall be dissolved either upon the completion of the assessment and implementation of VAWA/TOLA or at the end of April 2015.

(Source: TRIBAL RESOLUTION # 060913-01)

18.618 MICHIGAN INDIAN ELDERS ASSOCIATION DELEGATE APPOINTMENT

A. **WHEREAS** the Michigan Indian Elders Association requires the delegates to be appointed by their Tribal Council by resolution;

B. THEREFORE BE IT RESOLVED that Richard Wemigwase and Emily Harrington are appointed as delegates and Janice Shackleford as an alternate delegate to represent LTBB with the Michigan Indian Elders Association until a successor is appointed.

(Source: TRIBAL RESOLUTION # 062313-01)

18.619 DESIGNATING THE SECOND MONDAY OF OCTOBER AS NATIVE AMERICAN DOMESTIC VIOLENCE AWARENESS DAY

A. WHEREAS Domestic Violence is a serious and pervasive public health, human rights, and social justice issue affecting one in four (25%) women nationally. The impact of domestic violence is devastating. A family's home becomes a place of fear, hopelessness, and desperation when a woman is battered by her partner or a child witnesses the abuse of his mother. An estimated 103,389 domestic violence cases were reported in the state of Michigan in 2003. Far

too many families in Michigan and around the nation are affected by domestic violence; and

B. WHEREAS No one is more vulnerable than Native American women for the national statistics show two in five (40%) will be affected by domestic violence in their life time. Victims of domestic violence suffer in silence not knowing where to turn, with little guidance, and/or support. Sadly, this tragedy does not just affect adults; and

C. WHEREAS The exposure to violence in the home, even when a child is not directly injured, can contribute to behavioral, social and emotional problems. Children who experience violence are at a higher risk for failure in school, emotional and substance abuse disorders, and are more likely to perpetuate the cycle of violence themselves later in life; and

D. WHEREAS Ending domestic violence will require the collaborative efforts of everyone, including law enforcement, criminal justice system, public health officials, and community members. It will require that everyone communicate a universal message that violence of any nature, and especially domestic violence, is unacceptable; and

E. WHEREAS We call upon all organizations, both tribal and non-tribal; law enforcement, health officials, and community members to speak out against sexual assault and support local efforts in Indian Country to help victims find the healing they seek;

F. THEREFORE, BE IT RESOLVED that the second Monday of October is declared Native American Domestic Violence Awareness Day. We recognize all domestic violence victims and those who serve them during the entire month of October and stand united in our commitment to end all forms of domestic violence in our Tribe.

(Source: TRIBAL RESOLUTION # 092213-01)

18.620 AMENDMENT TO THE LEGISLATIVE BRANCH OPERATIONS GOVERNMENTAL EMPLOYEE PERSONNEL POLICIES HANDBOOK

A. WHEREAS Tribal Council passed a Tribal Resolution #042907-02, approving the Waganakising Odawak Legislative Branch Operations Governmental Employee Personnel Policies Handbook;

B. **WHEREAS** Tribal Resolution #042907-02 was received by the Executive on May 2, 2007, and with no action being taken by the Executive became enacted and has the force of law as of June, 2, 2007;

C. **WHEREAS** within the Handbook, Section IV. EMPLOYEE DEVELOPMENT & ENHANCEMENT, B. ANNUAL MONETARY COMPENSATION: *The amount of annual monetary compensation increase will be determined by the regionally adjusted COLA (Cost of Living Allowance) as of December 31st of the previous year with a minimum increase per year of 4% and a maximum increase per year of 8%. . . .*

D. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council amends the Waganakising Odawak Legislative Branch Operations Governmental Employee Personnel Policies Handbook, Section IV. EMPLOYEE DEVELOPMENT & ENHANCEMENT, B. ANNUAL MONETARY COMPENSATION, to read as follows: *"The amount of annual monetary compensation increase will be determined by the regionally adjusted COLA (Cost of Living Allowance) as of December 31st of the previous year with a minimum increase per year of 1.5% and a maximum increase per year of 8%"* and authorizes the Executive Tribal Chairman to administer his oversight authority to the extent necessary to ensure the administration of such amendment.

(Source: TRIBAL RESOLUTION #122213-02)

18.621 FUNDING FOR WAGANAKISING ODAWAK STATUTE 2014-013 TRIBAL HISTORIC PRESERVATION OFFICE PROTECTION AND MANAGEMENT OF ARCHAEOLOGICAL, HISTORICAL AND CULTURAL PROPERTIES AND CULTURAL RESOURCES

A. **WHEREAS** Waganakising Odawak Statute 2014-013 THPO was signed into law on October 23, 2014;

B. **WHEREAS** Funding is needed to fund the Tribal Historic Preservation office for contractual services and expenses;

C. **WHEREAS** In accordance with Waganakising Odawak Statute 2008-004 Process for Appropriations of Supplemental Funding, the Appropriations and Finance Committee approves and recommendations by phone poll that Tribal Council transfers funds from the Executive FY2015 Budget to the Legislative Budget in the amount of $40,000 and additionally there is a need for appropriate supplemental funding in the amount of $20,000 for expenses to come from Prior Period Funds.

D. **THEREFORE BE IT RESOLVED** Tribal Council rescinds Tribal Resolution #042113-01 Funding for Waganakising Odawak Statute 2014-013 Tribal Historic Preservation Office of Protection and Management; and appropriates by transfer of funds in the amount of $40,000.00 from Executive FY2015 Budget to the Legislative FY2015 Budget to implement Waganakising Odawak Statute 2014-013 and supplements the funding for expenses in the amount of $20,000.00 to be appropriated from Prior Period Funds.

E. **FINALLY BE IT RESOLVED** That the Tribal Chairperson shall administer their oversight authority to the extent necessary to ensure the administration of such funds.

(Source: TRIBAL RESOLUTION #010815-01

18.622 AMENDMENT TO THE LEGISLATIVE BRANCH OPERATIONS GOVERNMENTAL EMPLOYEE PERSONNEL POLICIES HANDBOOK

A. **WHEREAS** the Waganakising Odawak Nation, known as the Little Traverse Bay Bands of Odawa Indians, and its citizens are vested with inherent sovereignty and right to self-governance;

B. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians (“LTBB” or “Tribe”) is a federally recognized Indian Tribe under Public Law 103-324, and is a party to numerous Treaties with the United States, the most recent of which being the Treaty of Washington of March 28, 1836 (7 Stat. 491) and the Treaty of Detroit of 1855 (11 Stat. 621);

C. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians Tribal Council has the authority to approve negotiations involving the tribe according to the LTBB Constitution,

Article VII, Section D (23);

D. **WHEREAS** Tribal Council passed Tribal Resolution #042907-02, approving the Waganakising Odawak Legislative Branch Operations Governmental Employee Personnel Policies Handbook;

E. **WHEREAS** Tribal Resolution #042907-02 was received by the Executive on May 2, 2007, and with no action being taken by the Executive, became enacted and has the force of law effective June 2, 2007;

F. **WHEREAS** within the Handbook, Section IV. EMPLOYEE DEVELOPMENT & ENHANCEMENT, B. ANNUAL MONETARY COMPENSATION: *The amount of annual monetary compensation increase will be determined by the regionally adjusted COLA (Cost of Living Allowance) as of December 31st of the previous year with a minimum increase per year of 4% and a maximum increase per year of 8%. . . .*

G. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council amends the Waganakising Odawak Legislative Branch Operations Governmental Employee Personnel Policies Handbook, Section IV. EMPLOYEE DEVELOPMENT & ENHANCEMENT, B. ANNUAL MONETARY COMPENSATION, to read as follows: *"The amount of annual monetary compensation increase will be at the rate of 1.5% per year."*

H. **BE IT FURTHER RESOLVED,** that the Little Traverse Bay Bands Legislative Branch hereby adjusts COLA to reflect the same rate of increase as Executive Branch Employees, Judicial Branch Employees and Gaming Regulatory Employees.

I. **BE IT FURTHER RESOLVED**, All LTBB Government Employee handbooks shall adopt an annual COLA rate of 1.5%, effective January 1, 2015.

(Source: TRIBAL RESOLUTION #012215-03)

18.623 DECOMMISSION AND SAFE REMOVAL OF PIPELINE RUNNING UNDER THE STRAITS OF MACKINAC

A. **WHEREAS** Tribal citizens have harvested fish in the Great Lakes for subsistence and commercial purposes since time immemorial. The Tribe's right of subsistence and commercial fishing reserved in Article 13 of the 1836 Treaty is of central cultural, social and economic significance to LTBB and its citizens, and the Tribe strives to protect the quality of the environment for future generations. The Preamble to the Constitution says "We will work together in a constructive, cooperative spirit to preserve and protect our lands, resources and Treaty Rights";

B. **WHEREAS** LTBB is a party to the case of *United States v. Michigan*, 2:73-CIV-26 (WD MI) in which the Tribe's fishing rights in the 1836 Treaty ceded portions of the Great Lakes were upheld, and it is a signatory to the 2000 Consent Decree entered in that case. The Straits of Mackinac lie at the heart of the Great Lakes waters ceded in the 1836 Treaty;

C. **WHEREAS** a network of petroleum product and natural gas pipelines of various ages and dubious integrity exist in the Great Lakes, including some that may be transporting diluted bitumen, as evidenced by the spill that occurred from an Enbridge Inc. pipeline in the Kalamazoo River watershed in 2010;

D. **WHEREAS** the Enbridge Inc. Line 5 extends through the 1836 Treaty ceded lands and waters of Michigan and beneath the Straits of Mackinac in an especially sensitive and vulnerable area;

E. **WHEREAS** the physical properties of diluted bitumen derived from tar sands petroleum deposits and any heavy petroleum products that sink in water are exceptionally difficult to remediate when spilled in fresh water, and a spill of any petroleum products, heavy or otherwise, transported through Line 5 through the Straits of Mackinac would cause vast irreparable damage to the Treaty fishery;

F. **WHEREAS** the 2010 Kalamazoo River spill starkly demonstrates the inherent danger of transporting petroleum products through pipelines under fresh water;

G. **WHEREAS** the fact that the Straits of Mackinac freeze over for about 4 months per year make adequate year round monitoring of Line 5, or clean-up of a winter spill, impossible;

H. **THEREFORE BE IT RESOLVED** that to honor the Tribe's duty to protect the natural environment and its Great Lakes Treaty fishing rights, the portion of Enbridge Inc.'s Line 5 running under the Straits of Mackinac must be decommissioned and safely removed as soon as possible.

(Source: TRIBAL RESOLUTION #030515-01)

18.624 AD-HOC VIOLENCE AGAINST WOMEN ACT / TRIBAL LAW AND ORDER ACT COMMITTEE

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians recently passed the Domestic Violence Statute which includes provisions for limited criminal jurisdiction over non-Indians for domestic violence offenses;

B. **WHEREAS** in order to properly implement the Domestic Violence Statute, the committee will need to review, revise or draft additional Statutes, such as, Adult Welfare Protection, Victim's Rights, Personal Protection Orders, Criminal Law, and other supporting Statutes and policies;

C. **WHEREAS** the committee will also need to continue to assess the potential of implementing the criteria for exercising the jurisdictions of TLOA;

D. **WHEREAS** the committee will also need to continue to assess and incorporate rights and services for victims of crimes and persons who have committed Domestic Violence crimes or related crimes;

E. **WHEREAS t**he Committee will involve individuals from the Legislative, Executive and Judiciary Branches of Tribal government along with the Prosecutor's Office in order to fully develop the laws and policies and make recommendations to the Tribal Chair, Tribal Council and Chief Judge and has identified the following Committee members:

See table below.

EXECUTIVE	
Administration	Tribal Administrator
Communications	Coordinator
Elders	Coordinator or Designee
Executive Offices	Executive Assistant to the Chairman
Grants	Grant Writer
Human Services	Director and Victim Advocate
Law Enforcement	Chief of Police and Designated Officer
Health Department	Director or Designee
Substance Abuse/Mental Health	Director and/or Designee
Youth	Coordinator or Designee
Housing	Director and/or Designee

JUDICIAL	
Tribal Court	Chief Judge or Designee
Tribal Court	Court Administrator or Designee
Probation	Domestic Violence Coordinator

LEGISLATIVE	
Legal Department	Executive Assistant
Legislative Services	Attorney
Tribal Council	Tribal Councilors

PROSECUTOR	
Prosecutor's Office	Prosecutor or Designee

F. THEREFORE BE IT RESOLVED that the Tribal Council approves the Ad-hoc VAWA/TLOA Committee that is comprised of Tribal Administrator, Communications Coordinator, Elders Coordinator or Designee, Executive Assistant to the Chairman, Human

Services Director and Victim Advocate, Chief of Police and Designated Officer, Housing Director or Designee, Probation Domestic Violence Coordinator, Health Director of Designee, Substance Abuse/Mental Health Director and/or Designee, Youth Coordinator or Designee, Chief Judge or Designee, Court Administrator or Designee, Legal Executive Assistant, Legislative Services Attorney, Tribal Councilors and Prosecutor or Designee.

G. THEREFORE FURTHER BE IT RESOLVED that the Committee will make recommendations to the Tribal Chair, Tribal Council and Chief Judge based on their findings.

H. THEREFORE FURTHER BE IT RESOLVED that the Committee will make recommendations to the Tribal Chair, Tribal Council and Chief Judge based on their findings.

I. FINALLY BE IT RESOLVED that the work group shall serve at the pleasure of Tribal Council and may be dissolved upon motion of Tribal Council.

(Source: TRIBAL RESOLUTION #040915-01)

18.625 TO ESTABLISH A MICHIGAN TRIBAL SEX OFFENDER REGISTRATION AND NOTIFICATION ACT (SORNA) COALITION

A. WHEREAS a Michigan Tribal SORNA Collaboration Meeting was held on March 6, 2015 and consisted of SORNA Point of Contacts, Law Enforcement, Probation Officers, Prosecutors, and Attorneys where the attendees agreed to meet on an annual basis;

B. WHEREAS the Coalition of attendees will continue to address the future efforts of SORNA substantial implementation by sharing information and supporting each Tribe through collaboration and networking;

C. WHEREAS there are grants available from the U.S. Department of Justice to assist the Tribal Coalition with substantial implementation;

D. WHEREAS the Coalition of attendees has an interest in applying certain funding to substantiate the offender re-entry program and victim and offender treatment programs to diminish recidivism by way of applying Traditional Peacemaking and Cultural practices;

E. **WHEREAS** the Traditional Indigenous Justice Practices, such as Peacemaking and Talking Circles helps to reestablish a spiritual, physical, and emotional and intellectual balance that benefits the impacted individuals and addresses the needs of the entire community.

F. **THEREFORE BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians officially supports the establishment of a Michigan Tribal SORNA Coalition to build a strong foundation to address the collaborative efforts in reference to SORNA requirements.

G. **FINALLY BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians officially requests the support of the other Michigan Tribes and Coalition attendees to establish a Michigan Tribal SORNA Coalition.

(Source: TRIBAL RESOLUTION #060415-01)

18.626 ODAWA CASINO RESORT FIVE YEAR STRATEGIC PLAN DELEGATION OF AUTHORITY

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians has approved a Five Year Strategic Plan for Odawa Casino Resort;

B. **WHEREAS** in order to implement and execute the plan a number of administrative tasks will need to be accomplished, such as contacting and setting up appointments, meeting with representatives, providing notice to various entities, sending correspondences, transmitting press releases, and responding to inquiries;

C. **WHEREAS** the Odawa Casino Resort General Manager has the expertise to carry-out these administrative tasks in order to execute and implement the five (5) year strategic plan;

D. **WHEREAS** as official representatives of the Tribe, the Tribal Chair and/or Tribal Councilors and Gaming Enterprise Board shall be notified of any meeting set between the Odawa Casino Resort General Manager and other governmental officials.

E. **THEREFORE BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa

Indians approves and authorizes the Odawa Casino Resort General Manager and/or designee to carry-out such administrative tasks that are necessary to execute and administer the Odawa Casino Resort's five (5) year strategic plan, and will notify the Tribal Council, the Tribal Chair and the Gaming Enterprise Board of any meetings that involve any governmental representative or official.

F. FURTHER BE IT RESOLVED that the Tribal Chair along with one or two Councilors are approved and authorized to attend any meetings set up with other governmental officials and the Odawa Casino Resort General Manager and/or designee.

G. FURTHER BE IT RESOLVED that any agreements with governmental entities shall not be binding until approved by Tribal Council.

H. FINALLY BE IT RESOLVED that the Odawa Casino Resort General Manager on a monthly basis shall report to the Gaming Enterprise Board, such administrative tasks that are being carried-out to execute and administer the Odawa Casino Resort's five (5) year strategic plan.

(Source: TRIBAL RESOLUTION # 061815-02)

18.627 MICHIGAN ELDER ASSOCIATION DELEGATE APPOINTMENT

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians Tribal Council is the elected governing body of the tribe;

B. WHEREAS the LTBB Elders desire to continue representing LTBB at meetings of the Michigan Indian Elders Association;

C. WHEREAS the LTBB Elders have by nomination and secret ballot appointed Richard Wemigwase, and John Kawegoma as delegates and Emily Harrington as alternate Delegate;

D. WHEREAS: the Michigan Indian Elders Association requires the delegates to be appointed by their Tribal Council by resolution;

E. **THEREFORE BE IT RESOLVED** that Richard Wemigwase and John Kawegoma are appointed as delegates, and Emily Harrington as an alternate delegate to represent LTBB with the Michigan Indian Elders Association until a successor is appointed.

(Source: TRIBAL RESOLUTION #091715-01)

18.628 AMENDMENT TO THE LEGISLATIVE BRANCH OPERATIONS GOVERNMENTAL EMPLOYEE PERSONNEL POLICIES HANDBOOK; SECTION B, LEAVES OF ABSENCE

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians Tribal Council has the authority to approve negotiations involving the tribe according to the LTBB Constitution, Article VII, Section D (23);

B. **WHEREAS** Tribal Council passed Tribal Resolution #042907-02, approving the Waganakising Odawak Legislative Branch Operations Governmental Employee Personnel Policies Handbook;

C. **WHEREAS** Tribal Resolution #042907-02 was received by the Executive on May 2, 2007, and with no action being taken by the Executive, became enacted and has the force of law effective June 2, 2007;

D. **WHEREAS** Within the Legislative Branch Operations Governmental Employee Personnel Policies Handbook, Section II. EMLOYEE BENEFITS & COMPENSATION PROGRAM, B. LEAVES OF ABSENCE, 3. Educational Leave, Fitness Leave and Professional Development Leave states with in it: "This benefit is provided to improve job skills pertinent to Tribal employment" and "All classes must be job related";

E. **WHEREAS** Tribal Council concurs with Little Traverse Bay Bands of Odawa Indians tribal governmental Human Resources Department's understanding that educational leave time may be utilized for current or potential future jobs proposition.

F. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council amends the Waganakising Odawak Legislative Branch Operations

Governmental Employee Personnel Policies Handbook, Section II. EMLOYEE BENEFITS & COMPENSATION PROGRAM, B. LEAVES OF ABSENCE, 3. Educational Leave, Fitness Leave and Professional Development Leave; to now read as follows: Full-time employees, after completing their probationary period may attend classes up to four (4) hours per week during work hours. Verification of enrollment is required (i.e. semester curriculum) and is contingent upon the Legislative Leader or Legislative Office Managers approval. A maximum of four (4) hours per week of either or a combination of Educational Leave, Professional Development and Fitness Leave is available to employees.

(Source: TRIBAL RESOLUTION # 012116-01)

18.629 AD-HOC VIOLENCE AGAINST WOMEN ACT REGULATIONS COMMITTEE

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians recently passed the Domestic Violence Statute which includes provisions for limited criminal jurisdiction over non-Indians for domestic violence offenses;

B. **WHEREAS** in order to properly implement the Domestic Violence Statute, the committee will need to draft regulations for the Personal Protection Orders Statute and other such supporting regulations and policies for the Adult Welfare Protection, Victim's Rights, , Criminal Law Statutes;

C. **WHEREAS** in order to properly implement the Domestic Violence Statute, the committee will need to draft regulations for the Personal Protection Orders Statute and other such supporting regulations and policies for the Adult Welfare Protection, Victim's Rights, , Criminal Law Statutes;

D. **WHEREAS** in order to properly implement the Domestic Violence Statute, the committee will need to draft regulations for the Personal Protection Orders Statute and other such supporting regulations and policies for the Adult Welfare Protection, Victim's Rights, , Criminal Law Statutes;

E. **WHEREAS** the Committee will involve individuals from the Legislative, Executive and Judiciary Branches of Tribal government along with the Prosecutor's Office in order to fully

develop the regulations and policies and make recommendations to the Tribal Chair, Tribal Council and Chief Judge and has identified the following Committee members: Human Services Director and Advocates, Prosecutor and Advocate, Tribal Court Administrator, Domestic Court Docket Project Coordinator, Probation Domestic Violence Coordinator, Law Enforcement, Tribal Councilors and Legislative Services Attorney.

F. THEREFORE BE IT RESOLVED that the Tribal Council approves the Ad-hoc VAWA Regulations Committee that is comprised of Human Services Director and Victim Advocate, Chief of Police and Designated Officer, Court Administrator, Domestic Court Docket Project Coordinator, Probation Domestic Violence Coordinator, Legislative Services Attorney, Tribal Councilors Law and Harrington and Prosecutor and Victims Advocate.

G. THEREFORE FURTHER BE IT RESOLVED that the Committee will make recommendations to the Tribal Chair, Tribal Council and Chief Judge based on their findings.

H. FINALLY BE IT RESOLVED that the Committee shall serve at the pleasure of Tribal Council and may be dissolved upon motion of Tribal Council.

(Source: TRIBAL RESOLUTION # 021816-04)

18.630(11.16)(a) AMENDMENT TO THE LEGISLATIVE BRANCH OPERATIONS GOVERNMENTAL EMPLOYEE PERSONNEL POLICIES HANDBOOK SECTION II. EMPLOYEE BENEFITS & COMPENSATION PROGRAM

A. WHEREAS Tribal Resolution #042907-02 was adopted on May 2, 2007, approving the Legislative Branch Operations Governmental Employee Personnel Policies Handbook;

B. WHEREAS The Handbook states in Section II. EMPLOYEE BENEFITS & COMPENSATION PROGRAM Section A.1. a) Little Traverse Bay Bands of Odawa Indians Health Insurance Plan provides eligible employees and their dependents access to medical, dental, and vision care insurance benefits. Eligible employees may participate in the Health Insurance Plan. If both husband and wife work for LTBBOI Legislative Offices or Governmental Offices, only one Blue Cross/Blue Shield plan will be issued; and in Section A. 8. b) The 401(k) Savings Plan allows employees to elect how much salary they want to contribute, up to the plan

maximum. LTBBOI contributes an additional matching amount up to a maximum of 3% of gross income;

C. WHEREAS LTBB Tribal Council recognizes that the Tribal Government currently contracts with Priority Health and not Blue Cross/Blue Shield for the employee health care insurance plan;

D. WHEREAS On October 24, 2016 the LTBB Executive has issued Executive Directive 35-10242016-01 Update of Employee Government Benefits providing effective January 1, 2017 the 401(k) match will be 5% for Tribal Government Employees, as historically LTBB staff has 401(k) balances falling well below the benchmarks for their age groups.

E. THEREFORE BE IT RESOLVED that the LTBB Tribal Council amends the Legislative Branch Operations Governmental Employee Personnel Policies Handbook to read as follows: Section II. EMPLOYEE BENEFITS & COMPENSATION PROGRAM, A.1. a) "Little Traverse Bay Bands of Odawa Indians health insurance plan provides eligible employees and their dependents access to medical, dental, and vision care insurance benefits. Eligible employees may participate in the health insurance plan. If both spouses work for LTBB Tribal Government, only one LTBB health insurance plan will be issued"; and in A. 8. b) "The 401(k) Savings Plan allows employees to elect how much salary they want to contribute, up to the plan maximum. LTBB contributes an additional matching amount up to a maximum of 5% of gross income."

(Source: TRIBAL RESOLUTION #110316-01)

18.631(8.15)(a) APPROPRIATION FOR NATURAL RESOURCES DEPARTMENT (NRD) TREE PURCHASE IN THE AMOUNT OF $943.00

WHEREAS the LTBB Natural Resources Department developed a plan for remediation of tree cutting that occurred on its Cross Village trust property. The NRD's remediation plan included payment of $943.00 from the neighboring land owner for purchase of replacement trees and shrubs, which payment has been received by the Tribe;

A. THEREFORE BE IT RESOLVED that the Tribal Council appropriates $943.00 to the Natural Resources Department for the purpose of purchasing trees and other plants for the Cross Village trust property.

(Source: TRIBAL RESOLUTION #080615-02)

18.632(1.06)(a) POSSESSION OF FIREARMS

A. WHEREAS the Tribe has a strong interest in protecting public safety by making sure that all persons present within its jurisdiction abide by all applicable criminal and safety laws and regulations;

B. WHEREAS it is a violation of federal law to carry a concealed weapon in Indian Country without a Tribal Court order;

C. WHEREAS LTBB owns and operates various public service facilities on Tribal lands that are frequented by non-Indians;

D. THEREFORE BE IT RESOLVED that no one, other than a duly authorized law enforcement officer, may carry a concealed weapon on LTBB trust or fee lands unless they first secure an order from the LTBB Tribal Court authorizing them to do so;

E. FURTHER RESOLVED that non-LTBB members may not possess a firearm within LTBB trust or fee lands unless: (1) as per Waganakising Odawa statute 2005-03, Application of Foreign Law, they are in legal possession of their firearm under state and/or federal law, **and** (2) the firearm is unloaded and in a gun case expressly made to contain a firearm, and the case fully encloses the firearm being zipped, snapped, buckled, tied, or otherwise fastened, and without any portion of the firearm exposed, **or** unloaded and in the closed portion of a motor vehicle that is inaccessible to the passengers.

(Source: TRIBAL RESOLUTION #010806-01)

18.633(4.06)(a) WOMEN WORKING FOR THE TRIBE SHALL BE TREATED EQUALLY AND SHALL NOT BE REQUIRED TO DRESS IN A MORE REVEALING

MANNER THAN A MAN IN THE SAME JOB

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians Tribal Council is the elected legislative body of the Tribe;

B. **WHEREAS** the Tribal Council respects women as the givers of life and supports equality for women in the work place;

C. **THEREFORE, BE IT RESOLVED** that women working for the Little Traverse Bay Bands of Odawa Indians in any capacity or enterprise shall not be required to meet any working conditions that are different than men in the same work environment and shall never be required to dress in a more revealing manner than a man in the same position and that policies that discriminate against women or force women to dress in a more revealing manner than a man in the same position shall be deemed illegal and unenforceable.

(Source: TRIBAL RESOLUTION #040906-02)

18.634(4.06)(b) PROHIBITING POLICIES THAT DISCRIMINATE AGAINST TRIBAL MEMBERS WITH LONG HAIR

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians Tribal Council is the elected legislative body of the Tribe;

B. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians Tribal Council recognizes long hair as both traditional and religious practice of many Tribal Members;

C. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians Tribal Council recognizes the economic necessity of Tribal Members to have good employment without sacrificing tradition, culture or religion;

D. **THEREFORE, BE IT RESOLVED** that policies that interfere with Tribal Member employment opportunities due to tradition, culture or religion and reasonable outward displays of these beliefs such as long hair or wearing an Odawa traditional, cultural or religious symbol,

within the Tribal Government and the Tribe's enterprises shall be deemed illegal and unenforceable and in direct conflict with the Indian Preference in Employment.

(Source: TRIBAL RESOLUTION #040906-04)

18.635(04.06)(c) APPROVAL OF FOUR DIRECTIONS VIDEO CONTENT

A. WHEREAS the government operating budget for fiscal year 2005 included an appropriation for the Four Directions video project, and Resolution 12180510 authorized carry-over of those funds into subsequent years until the projects are completed;

B. WHEREAS the Tribal Council reviewed a draft of the Four Directions video at its work session on April 8, 2006;

C. THEREFORE BE IT RESOLVED the Tribal Council of the Little Traverse Bay Bands of Odawa Indians approves the content of the Four Directions video as shown at its work session on April 8, 2006.

(Source: TRIBAL RESOLUTION #040906-05)

18.636(4.06)(d) PROHIBITING EMPLOYMENT POLICIES THAT DISCRIMINATE AGAINST TRIBAL CITIZENS

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians Tribal Council is the elected legislative body of the Tribe;

B. WHEREAS the Little Traverse Bay Bands of Odawa Indians Tribal Council recognizes many Tribal Citizens are not the body type, hair length or physically the best fit to fill many positions the Tribe is developing due to outside influences;

C. WHEREAS the Little Traverse Bay Bands of Odawa Indians Tribal Council recognizes that many Tribal Citizens are missing teeth and would like them but need jobs with benefits to be able to afford teeth;

D. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians Tribal Council recognizes Tribal Citizens need jobs and should have priority in hiring in accordance with the Tribe's Indian Preference Statute;

E. **THEREFORE, BE IT RESOLVED** that policies that interfere with Tribal Citizen employment opportunities within the Tribal Government and the Tribe's enterprises based upon height, weight, age, sex, physical appearance, or missing teeth shall be deemed illegal and unenforceable and in direct conflict with the Indian Preference in Employment.

(Source: TRIBAL RESOLUTION #040906-06)

18.637(4.06)(e) RESOLUTION FOR FUNDING TRAVEL TO NCAI MID-YEAR AND 63RD ANNUAL CONVENTION FOR NCAI YOUTH DELEGATES AND CHAPERONES

A. **WHEREAS** the LTBB actively supports and retains a voting membership with the National Congress of American Indians ("NCAI");

B. **WHEREAS** the Tribal Council supported the NCAI Youth Commission approving a travel budget for 4 Little Traverse Bay Bands of Odawa Indian student representatives with 2 Little Traverse Bay Bands of Odawa Indians Chaperones to the NCAI 61st Annual Convention in Ft. Lauderdale in 2004;

C. **WHEREAS "**promote with special care the health, educational and economic interests of all the people, especially our children…" is the second directive principal in the Constitution of the Waganakising Odawak;

D. **WHEREAS** as future leaders, LTBB Youth need to be educated in leadership and national tribal concerns in order to gain an understanding of the issues they will face as leaders in our local, Tribal, and National Communities;

E. **WHEREAS** the NCAI Youth Commission purposes to enhance leadership skills among Tribal youth, and to provide an opportunity to acquire knowledge from NCAI and Tribal

Leaders;

F. THEREFORE BE IT RESOLVED the Little Traverse Bay Bands of Odawa Indians Tribal Council authorizes a 2006 NCAI Youth Delegation of 4 LTBB student representatives and 2 LTBB chaperones to attend NCAI Mid-Year Conference in Sault Ste. Marie and NCAI 63rd Annual Convention in Sacramento, CA;

G. BE IT ALSO RESOLVED that Tribal Council appropriates an additional sum of $18,000 for NCAI Youth Delegate FY2006 travel to come from prior year fund balance;

H. BE IT FINALLY RESOLVED: that the Tribal Council approves budget modification to FY 2006 TGO-Chairman 1107-xx.

(Source: TRIBAL RESOLUTION #040906-08)

18.638(5.06)(a) APPROVAL OF POLICY FOR MANAGEMENT OF CAPITAL PROJECT FUNDS

A. WHEREAS The Tribal Constitution in Article VII(D)(2) delegates to the Tribal Council the power "to Approve or disapprove policies, resolutions and regulations presented from the Executive branch;"

B. WHEREAS the Tribal Council reviewed the "Policy for Management of Capital Projects Capital Project Funds" presented by the Executive in the Executive Report to the Tribal Council dated May 7, 2006;

C. THEREFORE, BE IT RESOLVED that Tribal Council approves the "Policy for Management of Capital Projects Capital Project Funds" presented by the Executive in the Executive Report to the Tribal Council dated May 7, 2006 effective immediately.

(Source: TRIBAL RESOLUTION #050706-09)

18.639(6.06)(a) OPPOSITION TO KENNECOTT MINERALS PROPOSED SULFIDE ORE MINE

A. **WHEREAS** The Kennecott Minerals Company has applied for permits to mine a sulfide ore deposit in the headwaters of the Salmon Trout River and Yellow Dog River, and

B. **WHEREAS** These Rivers are tributaries to Lake Superior, which could ultimately receive pollutants from any mining by Kennecott, and

C. **WHEREAS** Lake Superior is hydrologically connected to Lake Michigan and Reservation Waters of the Little Traverse Bay Bands of Odawa Indians, and

D. **WHEREAS** The Tribe is concerned about sulfide mineral mining because sulfide ore, when exposed to air and water, can cause acid mine drainage, and

E. **WHEREAS** The devastating effects of acid mine drainage on aquatic and terrestrial ecosystems are well documented and understood, and pose an unacceptable risk to the fishery resources of Lake Superior and its tributaries and other Great Lakes, and

F. **WHEREAS** Due to the environmental impacts, sulfide mining poses numerous risks to tribal life ways and resources upon which all tribes rely to sustain their culture, and

G. **WHEREAS** Kennecott has also engaged in exploratory drilling within the boundaries of the Keweenaw Bay Indian Community's L'Anse Reservation, and

H. **WHEREAS** the potential exists that Kennecott could engage in exploratory drilling within the boundaries of other tribes, including the Little Traverse Bay Bands of Odawa Indians reservation boundaries.

I. **THEREFORE, BE IT RESOLVED,** that the Little Traverse Bay Bands of Odawa Indians shares the conviction of the Keweenaw Bay Indian Community that sulfide mining, and in particular the mine proposed by Kennecott Mineral Company, poses unacceptable risks to the water-rich environment of the Yellow Dog Plains.

J. **FURTHER RESOLVED,** that the Little Traverse Bay Bands of Odawa Indians recognizes the potential environmental impacts associated with the proposed Kennecott mine

including the long term environmental impact on the Lake Superior watershed and the watersheds of other Great Lakes.

K. FURTHER RESOLVED, that the Little Traverse Bay Bands of Odawa Indians recognize that a decision to allow Sulfide mine in the headwaters of the Salmon Trout River and Yellow Dog River will set a precedent for decisions related to sulfide mining operations in the State of Michigan.

L. FINALLY BE IT RESOLVED, that the Little Traverse Bay Bands of Odawa Indians supports the Keweenaw Bay Indian Community in its opposition to sulfide mining within the boundaries of its Reservation.

(Source: TRIBAL RESOLUTION #061106-10)

18.640(6.06)(b) PROVIDING FOR AMENDMENT OF REVENUE ALLOCATION PLAN

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians (the "Tribe") conducts class III gaming as authorized by the Indian Gaming Regulatory Act of 1988 ("IGRA");

B. WHEREAS IGRA does not allow "net revenues" (as defined in IGRA) of tribal gaming to be used for any purpose other than:

(1) to fund tribal government operations or programs;

(2) to provide for the general welfare of the Indian tribe and its members;

(3) to promote tribal economic development;

(4) to donate to charitable organizations; or

(5) to help fund operations of local government agencies;

provided that those net revenues may be used to make per capita payments to members of an Indian Tribe if the Indian tribe has prepared a plan to allocate revenues as provided above and the plan is approved on behalf of the Secretary of the Interior (the "Secretary");

C. **WHEREAS** by Resolution # 100503-01, as amended by Resolution # 110203-01, the Tribal Council of the Tribe approved a Revenue Allocation Plan for the Tribe, which was approved by the Secretary in accordance with IGRA, by Resolution 062704-07 the Tribal Council kept that Plan in place for subsequent years, which was approved on behalf of the Secretary, and by Resolution 100905-06 Tribal Council amended the definition of "Distributable Net Revenues" in the Plan, which amendment was also approved on behalf of the Secretary;

D. **WHEREAS** the Tribe seeks to further promote the interests of its minors;

E. **THEREFORE BE IT RESOLVED** that subject to approval on behalf of the Secretary, the Revenue Allocation Plan is amended by replacing Section VII with the following new Section VII:

SECTION VII. ATTACHMENT

The funds distributed to Tribal members under this Plan shall not be subject to attachment to satisfy any lien, judgment or any other debt, except for enforcement of child support orders entered in the LTBB Tribal Court. Such orders include those entered in original LTBB Tribal Court actions and orders entered by the Tribal Court granting full faith and credit to support orders from other jurisdictions after filing in, and review by, the LTBB Tribal Court.

F. **FURTHER RESOLVED** that the Tribe shall request approval of this Amendment on behalf of the Secretary, and shall use the Tribe's best efforts to obtain that approval;

G. **FINALLY RESOLVED** that the Tribal Chairman is authorized and directed to promptly submit this Amendment to the proper federal officials to obtain the Secretary's approval, and to take all action reasonable and necessary to obtain that approval.

(Source: TRIBAL RESOLUTION #061106-22)

18.641(8.06)(a) HONORING LEWIS STEPHEN ADAMS SR.

A. WHEREAS the Little Traverse Bay Bands of Odawa Indians Tribal Council is the elected legislative body of the Tribe;

B. WHEREAS Lewis Stephen Adams Sr, Wyaudtnoong (Little Detroit), born 6/22/1922 married Doris Amelia Kishigo 7/25/1946 and walked on 1/27/1964;

C. WHEREAS As a young man Lewis was winner of the 1937 National Soap Box Derby at Akron Ohio and later went on to win local notoriety as a Golden Gloves Boxer;

D. WHEREAS Lewis served honorably in the United States Marine Corp from 1942 to 1946 seeing action on the volcanic island of Iwo Jima;

E. WHEREAS As a veteran he was Commander of AMVETS Post 50 (an all Indian post), he organized toy collection repairs and delivery for the Indian Orphanage in Marquette and was a friend of Ira Hayes;

F. WHEREAS He started the Little Traverse Indian Club of Harbor Springs and helped organize the last Hiawatha Pageant in Ottawa Stadium;

G. WHEREAS Lewis's reputation as a community leader prompted a request from Governor Williams of Michigan for a Traditional Blessing and Ceremony for the Mackinaw Bridge that was rapidly nearing completion;

H. WHEREAS 1955 on top of the northern tower of the Mackinaw Bridge Lewis performed a Pipe Ceremony and prayed for the blessings of Gicthi-Manitou and the safe completion of the bridge.

I. THEREFORE, BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council posthumously bestows upon Lewis Stephen Adams Sr. its greatest honors and accolades, and thanks Lewis and his family for their many contributions to our community

and recognizes the 50th anniversary of the Mackinaw Bridges construction, Labor Day 2006, as Lewis Stephen Adams Sr. Day.

(Source: TRIBAL RESOLUTION #080606-05)

18.642(9.17)(a) APPROVAL OF FY 2018 – FY 2021 TRIBAL TRANSPORTATION IMPROVEMENT PLAN

A. WHEREAS the Little Traverse Bay Bands of *Odawa* Indians Tribal Council is the elected legislative body of the Tribe;

B. WHEREAS the Tribe wishes to ensure the future of the local transportation system for the benefit of its members;

C. WHEREAS the Tribal Council has determined there is a need for road improvements within the reservation area;

D. WHEREAS there are funds available through the Bureau of Indian Affairs for a program of services which will meet those needs as identified annually by the Tribal Council;

E. WHEREAS under the Tribal Transportation Program, LTBB has updated the Tribe's Indian Reservation Roads Inventory and the Long-Range Transportation Plan;

F. WHEREAS the Bureau of Indian Affairs, Indian Reservation Roads Program has provided the Tribe with an opportunity to indicate its 2018 – 2021 Transportation project priorities.

G. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council approves the priorities and projects indicated in the attached Tribal Transportation Improvement Plan (TTIP) for 2018 – 2021.

H. FURTHER RESOLVED, that the LTBB Tribal Chair, Tribal Vice Chair, Tribal Administrator, or another designee from the Tribal Chair is authorized to execute any documents necessary to apply for, receive, and administer funds under the contract.

(Source: TRIBAL RESOLUTION #092817-01)

18.643(9.17(b) IN OPPOSITION TO THE PROPOSED GRAHAM-CASSIDY-HELLER-JOHNSON LEGISLATION

A. WHEREAS The *Federal trust responsibility* emanates from the unique relationship between the United States and Indians in which the *Federal* Government undertook the obligation to insure the survival of Indian tribes. *"The **federal Indian trust responsibility** is a legal obligation under which the United States "has charged itself with moral obligations of the highest **responsibility** and **trust"** toward Indian tribes* (Seminole Nation v. United States, 1942)";

B. WHEREAS The proposed Graham-Cassidy-Heller-Johnson legislation would violate the federal trust responsibility by shifting federal dollars to the states and not directly to tribes;

C. WHEREAS It is important that federal government maintain the current structure of providing for Indian Health Care dollars directly to the Tribes, by following the Snyder Act of 1921 (25 USC 13) and the permanent reauthorization of the Indian Health Care Improvement Act [enacted in 2010 as part of the Patient Protection and Affordable Care Act (P.L. 111-148)] that provided for specific legislative authority for Congress to appropriate funds specifically for the health care of Indian people.

D. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council opposed to the Proposed Graham-Cassidy-Heller-Johnson legislation and the potential impact to Tribes.

E. FINALLY BE IT RESOLVED that in accordance with the Constitution, the Executive Branch shall submit a copy of this Resolution to the appropriated Congressional Offices and federal officials.

(Source: TRIBAL RESOLUTION #092817-04)

18.644(11.17(a) IN SUPPORT OF "WE ARE ALL IN" AT THE U.S. CLIMATE

ACTION CENTER AND AT THE UN CLIMATE TALKS (COP23)

A. WHEREAS *" IN THE WAYS OF OUR ANCESTORS, to perpetuate our way of life for future generations, we the Little Traverse Bay Bands of Odawa Indians, called in our own language the WAGANAKISING ODAWAK, a sovereign, self-governing people who follow the Anishinaabe Traditions, Heritage, and Cultural Values, set forth within this Constitution the foundation of our governance.*

B. WHEREAS *We will work together in a constructive, cooperative spirit to preserve and protect our lands resources and Treaty Rights, … In keeping faith with our Ancestors, we shall preserve our Heritage while adapting to the present world around us…"*

C. WHEREAS The Little Traverse Bay Bands of Odawa Indians has set its own emission reduction targets and has adopt its own strategies for reaching them by passing Tribal Resolution **#051505-01** in which the Tribe committed to increase it percentage of total energy from renewable energy sources by 25%;

D. WHEREAS Tribal Government, Odawa Casino Resort and staff have been active in working to reduce emission of green-house gases and become more energy efficient by building housing that are environment friendly, replacing watt bulbs with LED bulbs in all governmental building, and the Odawa Casino resort was able to reduce its energy use by 3.38 percent 2016 and 1.4 million kWh of electricity and more than 26,000 MMBTU of natural gas by the end of 2015;

E. THEREFORE BE IT RESOLVED that the Little Traverse Bay Bands of Odawa Indians Tribal Council support "*We are All In"* at the U.S. Climate Action Center and at the UN climate talks (COP23) to be held in Bonn.

(Source TRIBAL RESOLUTION #110917-03)

18.645(11.17)(b) REPEAL OF TRIBAL RESOLUTION #042907-02 LEGISLATIVE BRANCH OPERATIONS GOVERNMENTAL EMPLOYEE PERSONNEL POLICIES HANDBOOK

A. **WHEREAS** Tribal Resolution #042907-02 was adopted on May 2, 2007, approving the Legislative Branch Operations Governmental Employee Personnel Policies Handbook;

B. **WHEREAS** the Legislative Branch Operations Governmental Employee Personnel Policies Handbook that passed in 2007, as amended, no longer reflects current law, and is in need of replacing;

C. **WHEREAS** Tribal Council has updated the Legislative Branch Operations Governmental Employee Personnel Policies Handbook that now reflects current law;

D. **WHEREAS** according to WOS 2015-019, Administrative Procedures Act, Tribal Council is authorized to use a "Legislative Directive" for operation of the Legislative Branch.

E. **WHEREAS** on November 9, 2017 Tribal Council passed a Legislative Directive that approves the updated Legislative Branch Operations Governmental Employee Personnel Policies Handbook.

F. **THEREFORE BE IT RESOLVED** that Tribal Resolution #042907-02 Legislative Branch Operations Governmental Employee Personnel Policies Handbook is repealed along with any other Tribal Resolutions that amended the 2007 Legislative Branch Operations Governmental Employee Personnel Policies Handbook.

(Source: TRIBAL RESOLUTION #110917-02)

18.646(11.17)(c) REMOVAL OF ENBRIDGE LINE 5 FROM UNDER THE STRAITS OF MACKINAC

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians Tribal Council is the elected Legislative body of the Tribe;

B. **WHEREAS** Tribal citizens have harvested fish in the Great Lakes for subsistence and commercial purposes since time immemorial. The Tribe's right of subsistence and commercial fishing, reserved in Article 13 of the 1836 Treaty, is of central cultural, social and economic

significance to LTBB and its citizens, and the Tribe strives to protect the quality of the environment for future generations. The Preamble to the Constitution says "We will work together in a constructive, cooperative spirit to preserve and protect our lands, resources and Treaty Rights";

C. **WHEREAS** LTBB is a party to the case of *United States v. Michigan*, 2:73-CIV-26 (WD MI) in which the Tribe's fishing rights in the 1836 Treaty ceded portions of the Great Lakes were upheld, and it is a signatory to the 2000 Consent Decree entered in that case. The Straits of Mackinac lie at the heart of the Great Lakes waters ceded in the 1836 Treaty;

D. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians enacted Tribal Resolution 030515-01 Decommission and Safe Removal of Pipeline Running under the Straits of Mackinac;

E. **WHEREAS** on November 27, 2017 the State of Michigan's Governor Snyder signed a new agreement with Enbridge Energy Partners, without consulting LTBB or any other Tribes, that contemplates building a new tunnel under the Straits of Mackinac to house Line 5;

F. **WHEREAS** the Tribe opposes any attempts to construct a tunnel under the Straits of Mackinac in lieu of decommissioning Line 5, and believes the measures laid out in the Michigan-Enbridge agreement are grossly inadequate to protect the Great Lakes;

G. **THEREFORE, BE IT RESOLVED** that to honor the Tribe's duty to protect the natural environment and its Great Lakes Treaty fishing rights, the Little Traverse Bay Bands of Odawa Indians reiterates its call to immediately decommission and safely remove the portion of Enbridge's Line 5 running under the Straits of Mackinac.

(Source: TRIBAL RESOLUTION #113017-01)

18.647(2.18)(a) SUPPORT OF CORA'S PL 93-638 CONTRACT

A. **WHEREAS** LTBB is a member of the Chippewa Ottawa Resource Authority (CORA);

B. **WHEREAS** the member Tribes of CORA have reserved hunting, fishing and gathering rights in the lands and waters ceded by the Treaty of March 28, 1836 (7 Stat. 491);

C. **WHEREAS** CORA has been authorized by its member Tribes to contract with the Bureau of Indian Affairs pursuant to P.L. 93-638, as amended, to administer certain Great Lakes fishery management and protections functions;

D. **WHEREAS** the member Tribes of CORA have thereby expressed their support and participation in CORA's budgetary process and receipt of federal funding.

E. **THEREFORE BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians affirms that the Chippewa Ottawa Resource Authority has been delegated authority by this Tribe, along with the four other member Tribes of the organization, to contract with the Bureau of Indian Affairs pursuant to P.L. 93-638 to administer and implement Great Lakes fishery management and protection functions for FY 2017 in the amount of $120,276.00.

FURTHER RESOLVED that CORA is authorized to contract with the Bureau of Indian Affairs pursuant to P.L. 93-638 for these functions for FY 2018.

FINALLY RESOLVED that this authorization and support is based on the foundational documents of the Chippewa Ottawa Resource Authority, contained in Appendices A and B of the August 7, 2000 Consent Decree entered in *United States, et al. v. State of Michigan*.

(Source: TRIBAL RESOLUTION #020818-01)

18.648(2.18)(a) MICHIGAN INDIAN ELDERS ASSOCIATION DELEGATE APPOINTMENT

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians Tribal Council is the elected governing body of the Tribe;

B. **WHEREAS** the LTBB Elders desire to continue representing LTBB at meetings of the Michigan Indian Elders Association;

C. **WHEREAS** the LTBB Elders have by nomination and secret ballot appointed Richard Wemigwase and Julie Shananaquet as delegates and Joann Carey as alternate delegate;

D. **WHEREAS** the Michigan Indian Elders Association requires the delegates to be appointed by their Tribal Council by resolution;

E. **THEREFORE BE IT RESOLVED** that Richard Wemigwase and Julie Shananaquet are appointed as delegates and Joann Carey as an alternate delegate to represent LTBB with the Michigan Indian Elders Association until a successor is appointed.

(Source: TRIBAL RESOLUTION # 020818-03)

18.649(6.18)(a) OPPOSITION TO THE RESTRUCTURING OF THE BUREAU OF INDIAN AFFAIRS REGIONAL OFFICE AND LOCAL AGENCY

A. **WHEREAS** Little Traverse Bay Bands of Odawa Indians requests that the Department of the Interior work with Indian Nations on a government-to-government basis and include consultation with all Indian Nations on matters that affect Indian Homelands, including the reorganization of Department of Interior;

B. **WHEREAS** the Bureau of Indian Affairs Midwest Region provides funding and support to thirty-six (36) federally recognized Indian tribes located in the states of Minnesota, Wisconsin, Michigan and Iowa and the Michigan Agency is located in Sault Ste. Marie, Michigan;

C. **WHEREAS** there are twelve federally recognized tribes in Michigan, five are located in the Upper Peninsula and seven Tribes in the lower Peninsula, there is only one Tribe in Indiana which is the Pokagon Band of Potawatomi Indians that is located in both Michigan and Indiana;

D. **WHEREAS** there are no federally recognized tribes in Ohio;

E. **WHEREAS** the Michigan Tribes have been effectively served by the Regional office and the Michigan local agency and see no reason for a change to the current setup;

F. **WHEREAS** as members of the Midwest Alliance of Sovereign Tribes, (MAST) that was founded in 1996, and represents the thirty-five sovereign tribal nations of Minnesota, Wisconsin, Iowa, and Michigan, we have established a good working relationship with the other regional Tribes and we see no advantage in the making of a new BIA region.

G. **THEREFORE, BE IT RESOLVED**, that Little Traverse Bay Bands of Odawa Indians requests that Bureau of Indian Affairs Midwest Region continue to serve the twelve (12) federally recognized tribes in Michigan and that the Michigan local agency continues to be accessible to all of the Tribes in Michigan.

H. **FURTHER BE IT RESOLVED** this resolution shall be the policy of Little Traverse Bay Bands of Odawa Indians until it is withdrawn or modified by subsequent resolution.

(Source: TRIBAL RESOLUTION #061218-01)

18.650(6.18)(a) OPPOSITION TO THE "ZERO-TOLERANCE" IMMIGRATION POLICY OF SEPARATING FAMILIES

A. **WHEREAS** many of the families apprehended at the border come from Central America fleeing gang violence and poverty and seeking asylum in the United States;

B. **WHEREAS** the Trump administration has introduced a "zero-tolerance" immigration policy calling for the prosecution of all individuals who illegally enter the United States that includes the forced separation of children from their migrant parents when they cross the border;

C. **WHEREAS** there is no law mandating the separation of families;

D. **WHEREAS** At least 2,342 children were separated from their parents between May 5, 2018 and June 9, 2018, as a result of the policy.

E. **WHEREAS** Ravina Shamdasani, a spokeswoman for the Office of the United Nations High Commissioner for Human Rights stated "The U.S. should immediately halt this practice of separating families and stop criminalizing what should at most be an administrative offense — that of irregular entry or stay in the U.S.";

F. **WHEREAS** on June 21, 2018, President Donald Trump signed an executive order to temporarily stop family separations at the border, but the President's zero tolerance policy toward illegal entry will remained intact.

G. **THEREFORE, BE IT RESOLVED**, that Little Traverse Bay Bands of Odawa Indians vehemently oppose the current "zero-tolerance" immigration policy that includes forcibly separating children from their parents.

H. **FURTHER BE IT RESOLVED** and we respectfully request that this policy be revised so that these migrant children and their parents do not have to suffer detrimental trauma that follows when families are forcibly torn apart.

(Source: TRIBAL RESOLUTION #062818-01)

18.651(6.18)(a) MORATORIUM ON THE PURCHASE AND SALE OF NESTLE BOTTLED WATER PRODUCTS

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians (LTBB) is governed by a Tribal Constitution adopted by the Tribal Citizens on February 1, 2005;

B. **WHEREAS** groundwater is considered sacred and is a cultural resource of the LTBB Tribe and its Tribal Citizens;

C. **WHEREAS** LTBB disagrees with the Michigan Department of Environmental Quality (MDEQ) decision, April 2, 2018, that approved Nestle Waters North America Inc. (Nestle) a permit to increase its groundwater withdrawal from a well located in Osceola County, northwest of Evart;

D. **WHEREAS** the permit allows Nestle to increase the water withdrawal rate at White Pine Springs well No. 101 from 250 to 400 gallons-per-minute;

E. **WHEREAS** Nestlé sold $7.7 billion worth of bottle water worldwide, with more than $343 million coming from Michigan, where the company bottles Ice *Mountain Natural Spring Water* and *Pure Life.*

F. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians (LTBB) orders a moratorium on the purchase and sale of Nestle bottled water products, *Ice Mountain Natural Spring Water* and *Pure Life*, at any LTBB owned and operated facility; or any LTBB sponsored event; and further urges its Tribal Citizens to similarly boycott Nestle bottled water products.

(Source: TRIBAL RESOLUTION #062818-03)

18.652(6.18)(a) SUPPORT FOR MICHIGAN INDIAN LEGAL SERVICES' BUREAU OF JUSTICE ASSISTANCE GRANT

A. **WHEREAS** the Waganakising Odawak, known in English as Little Traverse Bay Bands of Odawa Indians is a nation of citizens with inherent sovereignty and right to self-governance;

B. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians ("LTBB") is a federally recognized Indian Tribe under Public Law 103-324, and is a party to numerous Treaties with the United States the most recent of which being the Treaty of Washington of March 28, 1836 (7 Stat. 491) and the Treaty of Detroit of 1855 (11 Stat. 621);

C. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians has a compelling interest to enhance access to civil legal assistance services for its citizens and to enhance criminal defense counsel services at Tribal criminal proceedings for them;

D. **WHEREAS** the Bureau of Justice Assistance (BJA) as a component of the United States Department of Justice has announced a grant opportunity under the BJA Tribal Civil and Criminal Legal Assistance Grants, Training, and Technical Assistance Fiscal Year 2018 Competitive Grant to support civil and criminal legal assistance to low-income individuals,

through nonprofit organizations who are experienced in providing legal assistance services to eligible individuals pursuant to federal poverty guidelines, federally recognized Indian tribes, or tribal justice systems.

E. THEREFORE BE IT RESOLVED THAT:

1. the Little Traverse Bay Bands of Odawa Indians supports the submission of application under the BJA TCCLA grant by the Michigan Indian Legal Services (MILS) through its collaborator Montana Legal Services Association to strengthen civil and criminal legal assistance to low-income members, including but not limited to public defender services, civil legal assistance addressing collateral consequences of conviction and arrest, and supporting annual veterans' clinics;

2. the Little Traverse Bay Bands of Odawa Indians authorizes MILS to implement the project of civil and criminal legal assistance within the boundary of the Reservation;

3. Montana Legal Services Association will be the lead agency in the submission of this application and will assume full responsibility for the fiscal integrity as well as program development and implementation of this application; and

4. the Tribal Chairperson and designees are delegated the authority and responsibility to forward this resolution to the appropriate officials and to sign all documents necessary to effect this action.

(Source: TRIBAL RESOLUTION #062818-05)

18.653(10.18)(a) SECURED CENTRALIZED DATA STORAGE SYSTEM

A. WHEREAS since the early 1990's the Tribe has sent out a number of surveys to collect data;

B. WHEREAS the surveys ask our Tribal Citizens questions on health, housing, substance abuse, and general welfare;

C. WHEREAS this data from the surveys is important and vital for historical statistics and trends and should be kept is a safe and centralized location for future use.

D. **WHEREAS** this data from the surveys is important and vital for historical statistics and trends and should be kept is a safe and centralized location for future use.

E. **NOW THEREFORE BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council does hereby require all Tribal branches of government and departments to work with the Executive Department of Management Information Systems to transfer data collected from our Tribal Citizens to be stored for future use.

F. **FURTHER BE IT RESOLVED** the Executive Department of Management Information Systems shall set up a secured centralized data storage system and backup system that can store survey data for future use.

(Source: TRIBAL RESOLUTION #101118-01)

18.654(10.18)(b) OPPOSITION OF THE STATE OF MICHIGAN'S AGREEMENT WITH ENBRIDGE ABOUT LINE 5

A. **WHEREAS** The Little Traverse Bay Bands is a member of the Chippewa Ottawa Resource Authority (CORA); and

B. **WHEREAS** The member Tribes of CORA have reserved hunting, fishing and gathering rights in the lands and waters ceded by the Treaty of March 28, 1836 (7 Stat. 491); and

C. **WHEREAS** Because of the dangerous nature of oil and gas pipelines, Enbridge's poor safety record, and the location Line 5 on, near, and over water important to the ecosystems that support the hunting, fishing, and gathering rights; and

D. **WHEREAS** The State of Michigan did not consult with tribes about this decision before it was made. They simply informed the tribes about it; and

E. **WHEREAS** The impact that the tunnel construction and operation will have on the surrounding ecosystems has not been assessed; and

F. **WHEREAS** The State of Michigan acknowledges the risk posed by Line 5 to Michigan's ecosystems, yet building a tunnel only addresses one segment of that pipeline; and

G. **WHEREAS** Managing the operations of the proposed utilities tunnel is outside the original purpose of the Mackinaw Bridge Authority.

H. **THEREFORE BE IT RESOLVED,** LTBB opposes the agreement that includes the construction of a utilities tunnel under the Straits of Mackinac and an allowance for Enbridge to continue to use Line 5. Building a utilities tunnel and assigning the management of the tunnel to the Mackinac Bridge Authority is not an adequate solution to mitigate the risk posed by the operation of Line 5. The only adequate solution is to decommission and safely remove all segments of Line 5.

(Source: TRIBAL RESOLUTION #102718-01)

18.655(10.18)(c) PAID TIME-OFF FOR ELECTIONS

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians Tribal Constitution provides: **Purpose, Fundamental Rights.** *We, the Little Traverse Bay Bands of Odawa Indians, speak through this document to assert that we are a distinct nation of Anishinaabek of North America that possess the right to: self-determination; freely determine our political status; freely pursue our economic, social, religious and cultural development, and determine our membership, without external interference. These same rights and principles the Little Traverse Bay Bands of Odawa Indians acknowledge to be inherent among other peoples, nations and governments throughout the world. We recognize their sovereignty and pledge to maintain relations with those peoples, nations and governments who acknowledge those same fundamental human rights and principles, and who recognize the sovereignty of the Little Traverse Bay Bands of Odawa Indians;*

B. **WHEREAS** voting in Tribal Elections is a fundamental privilege and right of a Little Traverse Bay Bands of Odawa Indians Tribal Citizen;

C. **WHEREAS** the Tribe encourages all of its employees to exercise their right to vote in all elections, Tribal, state and federal.

D. **NOW THEREFORE BE IT RESOLVED** That the Little Traverse Bay Bands of Odawa Indians Tribal Council does hereby require all Tribal branches of government and Tribally owned enterprises or business allow employees and Tribal Citizens leave without loss of compensation during polling hours in order to vote in Tribal, state and federal elections, including special elections and primaries.

(Source: TRIBAL RESOLUTION #102718-04)

18.656(11.18)(a) SUPPORT FOR PROPOSED TIMBER SALES ON LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS TRUST LANDS

A. **WHEREAS** the Tribe has established a Natural Resources Department (NRD) which has been tasked with the management of natural resources on Tribal Trust land;

WHEREAS the Natural Resources Department has recommended timber sale at the LTBB
B. Tribal Government Campus (sale unit #1 at 7500 Odawa Circle, Harbor Springs in Little Traverse Township, Michigan) in order to decrease the risk of wildfire and to reduce the dominance of non-native tree species and promote the healthy growth of fire resilient native tree species;

C. **WHEREAS** the timber sales will provide for the management of the forest by harvesting designated trees using sound silvicultural practices;

D. **THEREFORE, BE IT RESOLVED**

1. that the Little Traverse Bay Bands of Odawa Indians authorizes the sale of timber on the above-listed timber sale units and authorizes the Tribal Chair, Vice Chair, Direct Services Administrator or another designee from the Tribal Chair to sign contract(s) or other documents necessary to implement timber sales on the above-listed sale units for and on behalf of the Tribe.

2. that any profits from said timber sales will be granted to the Natural Resources Department for tree planting and restoration at the Tribal Government Campus (sale unit #1).

(Source: Tribal Resolution #110818-01)

18.657(12.18)(a) SUPPORT FOR CHIPPEWA OTTAWA RESOURCE AUTHORITY LITIGATION SUPPORT REQUEST FOR FY 2019

A. WHEREAS Tribal citizens have harvested fish in the Great Lakes for subsistence and commercial purposes since time immemorial. The Tribe's right of subsistence and commercial fishing reserved in Article 13 of the 1836 Treaty is of central cultural, social and economic significance to LTBB and its citizens. LTBB is a party to the case of *United States v. Michigan*, 2:73-CIV-26 (WD MI) in which the Tribes' fishing rights in the 1836 Treaty ceded portions of the Great Lakes were upheld, and it is a signatory to the 2000 Consent Decree entered in that case;

B. WHEREAS LTBB is a member of the Chippewa Ottawa Resource Authority (CORA), the purpose of which is to ensure, through inter-tribal coordination and cooperation, the conservation and wise utilization of the natural resources reserved to the Tribes in the 1836 Treaty. The other CORA member Tribes are the Bay Mills Indian Community, the Sault Ste. Marie Tribe of Chippewa Indians, the Grand Traverse Band of Ottawa and Chippewa Indians, and the Little River Band of Ottawa Indians;

C. WHEREAS the 2000 Consent Decree expires in 2020, and its renegotiation will require extensive travel and expert assistance. The conduct of this negotiation and/or litigation will engender significant litigation expenditures, which are not within the capacity of LTBB to undertake on its own;

D. WHEREAS in furtherance of the effective implementation of the Great Lakes Treaty fishing right through negotiation and/or litigation beyond the year 2020 CORA has applied to the Department of the Interior, Bureau of Indian Affairs (BIA) for FY 2019 litigation support funding;

E. **THEREFORE BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians approves and supports submission of the request for FY 2019 litigation support funds by the Chippewa Ottawa Resource Authority to the Bureau of Indian Affairs.

F. **FURTHER RESOLVED** that the Executive Director of the Chippewa Ottawa Resource Authority is authorized to undertake any and all actions necessary to obtain approval of this request for litigation support funding, and to sign any resulting contract documents for approved funding under the provisions of PL 93-638, as amended.

G. **FINALLY RESOLVED** that the LTBB Chairperson or designee is authorized to execute, by and on behalf of LTBB, any other documents that may be necessary to support the Chippewa Ottawa Resource Authority's request for Litigation Support Funds.

(Source: TRIBAL RESOLUTION #122018-06)

18.658(2.19)(a) OPPOSITION TO NOMINATION AND CONFIRMATION OF ERIC MILLER TO THE NINTH CIRCUIT COURT OF APPEALS

A. **WHEREAS** President Donald Trump has nominated Eric Miller to fill a vacant seat on the Ninth Circuit Court of Appeals; and

B. **WHEREAS** there are 427 federally recognized tribes in the Ninth Circuit, more than any other Federal Court of Appeals; and

C. **WHEREAS** the Ninth Circuit hears more tribal cases than any other, it is a leader in the field of federal Indian law, other circuits often follow its example, and it feeds more tribal cases into the Supreme Court; and

D. **WHEREAS** Miller built a law practice on mounting repeated challenges to tribal sovereignty, lands, religious freedom, and the core attribute of federal recognition of tribal existence in cases and more than half of the professional accomplishments listed on his law firm website came at the expense of tribal rights and interests; and

E. **WHEREAS** his advocacy has focused on undermining the rights of Indian tribes, often taking extreme positions and using pejorative language to denigrate tribal rights; and

F. **WHEREAS** Mr. Miller's record makes clear that he does not possess a mainstream understanding of tribal sovereignty, treaty rights, and the federal trust responsibility, or their role in the Constitution and federal law; and

G. **WHEREAS** the positions Mr. Miller has repeatedly advocated would have very serious consequences on the federal-tribal relationship and would undermine fundamental principles of tribal sovereignty, governance, and self-determination; and

H. **WHEREAS** an appointment to the federal bench is a lifetime appointment and a commitment to fundamental Constitutional principles is essential.

I. **THEREFORE, BE IT RESOLVED** that LTBB does hereby oppose the nomination and confirmation of Eric Miller, as Judge for the Ninth Circuit Courts of Appeals; and

J. **FURTHER, BE IT RESOLVED** that LTBB will immediately convey its opposition to the nomination to the Senate Judiciary Committee and request to be made part of the confirmation hearing process; and

K. **BE IT FINALLY RESOLVED**, that this resolution shall be the policy until it is withdrawn or modified by subsequent resolution.

(Source: TRIBAL RESOLUTION #022119-01)

18.659(3.19)(a) MICHIGAN INDIAN ELDERS ASSOCIATION DELEGATE APPOINTMENT

A. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians Tribal Council is the elected governing body of the Tribe;

B. **WHEREAS** the LTBB Elders desire to continue to representing LTBB at meetings of the Michigan Indian Elders Association;

C. **WHEREAS** Resolution 020818-03 listed Richard Wemigwase and Julie Shananaquet as delegates and JoAnne Carey alternate;

D. **WHEREAS** LTBB wishes to switch delegate and alternate for representation and;

E. **WHEREAS** the Michigan Indian Elders Association requires the delegates to be appointed by their Tribal Council by resolution;

F. **THEREFORE, BE IT RESOLVED** that Richard Wemigwase and JoAnne Carey are appointed as delegates, and Julie Shananaquet as an alternate delegate to represent LTBB with the Michigan Indian Elders Association until a successor is appointed.

(Source: TRIBAL RESOLUTION #030719-01)

18.660(4.19)(a) DESIGNATION OF MAY 5TH AS A DAY OF AWARENESS FOR MISSING AND MURDERED NATIVE WOMEN AND GIRLS

A. **WHEREAS** a study commissioned by the U.S. Department of Justice reported that American Indian Women face murder rates that are more than ten times the national average murder rate;

B. **WHEREAS** the tribal council recognizes that our own tribal community is not immune from these horrific crimes and wishes to join with the United States Senate and with other Tribal Nations to bring awareness of this issue and promote the need to restore and assure safety to our women and girls;

C. **THEREFORE, BE IT RESOLVED** that the Little Traverse Bay Bands of Odawa Indians Tribal Council designates May 5th as a Day of Awareness for Missing and Murdered Native Women and Girls.

(Source: TRIBAL RESOLUTION #042719-01)

18.661(8.19)(a) PROMOTION OF A LIVING WAGE

A. WHEREAS in the Preamble of the Tribal Constitution, adopted February 2, 2005, states as follows: *We will work together in a constructive, cooperative spirit to preserve and protect our lands, resources and Treaty Rights, and the right to an education and* ***a decent standard of living for all our people***. (emphasis added);

B. WHEREAS according to the United States Health and Human Services Poverty Guidelines, January 2018, a family of three (3) is $20,780.00;

C. WHEREAS according to the United States Census Bureau, American Community Survey, the rate of Little Traverse Bay Bands Indian families whose income is below the poverty level is 19.5%, higher than both Michigan (11.1%) and the U.S. (10.5%) poverty levels;

D. WHEREAS in order to best provide a decent standard of living for our Tribal Citizens and all Citizens, the Tribe needs to prioritize the establishment of a "living wage";

E. WHEREAS the United States Department of Agriculture (USDA), Rural Development and the Native American Housing Assistance and Self Determination Act (NAHASDA) properties sets the monthly rental contributions at thirty (30) percent of the Tenant's monthly income;

F. WHEREAS according to Rentdata.org, an independent organization, the Fair Market Rent prices in Emmet County are "high" compared to the national average. This FMR area is more expensive than 75% of other FMR areas. In 2018, Fair Market Rent for a two-bedroom apartment in Emmet County is $832 per month and a three-bedroom apartment was $1,064, creating an average rent of $948.00;

G. WHEREAS based on the formula from the USDA and NAHASDA, monthly rate of $948.00 for the average 2 to 3-bedroom rental housing, multiplied by twelve (12) months in a year, divided by thirty (30) percent, divided by standard hours of 2080 per year, sets the living wage for Emmet County at $18.23 per hour is the living wage for 2019, (948.00

x12/.30/2080=$18.23);

H. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians has approximately one-hundred and twenty (120) governmental and enterprise employees paid less than $18.23 an hour; and Odawa Casino Resort has approximately two-hundred and fifty-six (256) employees paid less than $18.23 an hour;

I. **WHEREAS** in order to obtain a full Living Wage, Tribal Council is taking incremental steps to achieve this goal of having all employees within the Tribe's jurisdiction be paid the Living Wage of $18.23 for FY 2019.

J. **THEREFORE, BE IT RESOLVED** that in accordance with Waganakising Odawak Statute # 2013-0102 Fair Employment, Section XI. Employee Living Wages, the Living Wage will be adjusted annually at the beginning of each fiscal year by this Tribal Resolution.

K. **FURTHER, BE IT RESOLVED** that the Tribal incremental "living wage" shall be set at $11.11 an hour for Fiscal Year 2019, and all employees shall not be paid less than $11.11 an hour within five (5) business day of the enactment of this Resolution, and the living wage shall be implement by employers within the jurisdiction of the Little Traverse Bay Bands of Odawa Indians.

L. **FURTHER, BE IT RESOLVED** employees, within the jurisdiction of the Little Traverse Bay Bands of Odawa Indians, that are paid less than $18.23 shall have a three (3) percent increase or the pay of $18.23, whichever is less, within five (5) business day of the enactment of this Resolution.

M. **FURTHER, BE IT RESOLVED** that The LTBB Living Wage shall be based on the formula from the United States Department of Agriculture (USDA) and Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) and Fair Market Rent price as found at Rentdata.org, an independent organization; and the basis of the formula is as follows: the rent for an average 2 to 3-bedroom rental housing cost, multiplied by twelve (12) months, divided by percentage rate of rent required by NAHASDA (30%) divided by the yearly standard hours of 2080, sets the living hourly wage.

N. **FURTHER, BE IT RESOLVED** that the living hourly wage shall annually be increase by three (3) percent at the beginning of each Fiscal Year, until such time that the living wage, based on the yearly updated formula, is met or this Tribal Resolution is either repealed or replaced.

O. **FINALLY, BE IT RESOLVED** that employees making less than the living wage shall have an annual increase of three (3) percent at the beginning of each Fiscal Year, until such time that the living wage, based on the yearly updated formula, is met or this Tribal Resolution is either repealed or replaced.

(Source: TRIBAL RESOLUTION #082219-01)

18.662(10.19)(a) CLARIFICATION OF TRIBAL RESOLUTION #082219-01 PROMOTION OF A LIVING WAGE

A. **WHEREAS** in the Preamble of the Tribal Constitution, adopted February 2, 2005, states as follows: *We will work together in a constructive, cooperative spirit to preserve and protect our lands, resources and Treaty Rights, and the right to an education and* ***a decent standard of living for all our people***. (emphasis added);

B. **WHEREAS** there was some questions and confusion on how to implement Tribal Resolution #082219-01, Promotion of a Living Wage and in order to further clarify, this Tribal Resolution provides a fuller explanation on the formula and the differences between the "Living Wage" and the *Tribal Incremental Living Wage*;

C. **WHEREAS** according to the United States Health and Human Services Poverty Guidelines, January 2018, a family of three (3) is $20,780.00;

D. **WHEREAS** according to the United States Census Bureau, American Community Survey, the rate of Little Traverse Bay Bands Indian families whose income is below the poverty level is 19.5%, higher than both Michigan (11.1%) and the U.S. (10.5%) poverty levels;

E. **WHEREAS** in order to best provide a decent standard of living for our Tribal Citizens and all Citizens, the Tribe needs to prioritize the establishment of a "Living Wage";

F. **WHEREAS** the United States Department of Agriculture (USDA), Rural Development and the Native American Housing Assistance and Self Determination Act (NAHASDA) properties sets the monthly rental contributions at thirty (30) percent of the Tenant's monthly income;

G. **WHEREAS** according to Rentdata.org, an independent organization, the Fair Market Rent prices in Emmet County are "high" compared to the national average. This FMR area is more expensive than 75% of other FMR areas. In 2018, Fair Market Rent for a two-bedroom apartment in Emmet County is $832 per month and a three-bedroom apartment was $1,064, creating an average rent of $948.00;

H. **WHEREAS** based on the formula from the USDA and NAHASDA, monthly rate of $948.00 for the average 2 to 3-bedroom rental housing, multiplied by twelve (12) months in a year, divided by thirty (30) percent, divided by standard hours of 2080 per year, sets the Living Wage for Emmet County at $18.23 per hour for 2019, (948.00 x12/.30/2080 = $18.23);

I. **WHEREAS** the Little Traverse Bay Bands of Odawa Indians has approximately one-hundred and twenty (120) governmental and enterprise employees paid less than the Living Wage of $18.23 an hour; and Odawa Casino Resort has approximately two-hundred and fifty-six (256) employees paid less than the Living Wage of $18.23 an hour;

J. **WHEREAS** in order to obtain the Living Wage, Tribal Council is taking incremental steps to achieve this goal of having all employees within the Tribe's jurisdiction be paid the Living Wage of $18.23 for FY 2019 and establishes a *Tribal Incremental Living Wage*;

K. **WHEREAS** the *Tribal Incremental Living Wage* is $11.11.

L. **THEREFORE, BE IT RESOLVED** that in accordance with Waganakising Odawak Statute # 2013-0102 Fair Employment, Section XI. Employee Living Wages, the Living Wage will be adjusted annually at the beginning of each fiscal year by this Tribal Resolution.

M. **FURTHER, BE IT RESOLVED** that the *Tribal Incremental Living Wage* shall be set at $11.11 an hour for Fiscal Year 2019, and all employees shall not be paid less than the *Tribal*

Incremental Living Wage of $11.11 an hour within five (5) business days of the enactment of this Resolution, and the *Tribal Incremental Living Wage* shall be implemented by employers within the jurisdiction of the Little Traverse Bay Bands of Odawa Indians.

N. FURTHER, BE IT RESOLVED employees, within the jurisdiction of the Little Traverse Bay Bands of Odawa Indians, that are paid less than the Living Wage of $18.23 shall have a three (3) percent increase or the pay of $18.23, whichever is less, within five (5) business days of the enactment of this Resolution.

O. FURTHER, BE IT RESOLVED that the Living Wage shall be based on the formula from the United States Department of Agriculture (USDA) and Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) and Fair Market Rent price as found at Rentdata.org, an independent organization; and the basis of the formula is as follows: the rent for an average 2 to 3-bedroom rental housing cost, multiplied by twelve (12) months, divided by percentage rate of rent required by NAHASDA (30%) divided by the yearly standard hours of 2080, sets the Living Wage.

P. FURTHER, BE IT RESOLVED that Tribal Council Treasurer shall post the Living Wage on the Tribes website and such other venues as appropriate, by December 15th prior to the beginning of each fiscal year.

Q. FURTHER, BE IT RESOLVED that the *Tribal Incremental Living Wage* shall annually be increased by three (3) percent at the beginning of each Fiscal Year, until such time that the Living Wage, based on the yearly updated formula, is met or this Tribal Resolution is either repealed or replaced.

R. FURTHER, BE IT RESOLVED that employees making less than the Living Wage shall have an annual increase of three (3) percent at the beginning of each Fiscal Year, until such time that the living wage, based on the yearly updated formula, is met or this Tribal Resolution is either repealed or replaced.

S. FINALLY, BE IT RESOLVED the purpose of this Tribal Resolution is to clarify Tribal Resolution #082219-01, Promotion of a Living Wage.

(Source: TRIBAL RESOLUTION #102619-05)

18.663(10.19)(b) AD-HOC INSURANCE COMMITTEE

A. WHEREAS the Tribe needs to assess possible insurance options for the employees which includes the best method of providing the service with an emphasis of quality over profits;

B. WHEREAS in order to best effectuate an immediate action to address the insurance needs, Tribal Council and Tribal Chair will utilize an ad-hoc committee to gather information to develop recommendations and a plan;

C. WHEREAS the ad-hoc committee will meet with stakeholders, Directors, Executive staff and other entities in order to gather information for the development of a cohesive insurance plan.

D. THEREFORE, BE IT RESOLVED that the Tribal Council approves the creation of the Ad-hoc Committee that is comprised of the Legislative Services Attorney, Economic Development and Business Director of Revenue, Senior Financial Analyst, Gaming Authority member or designee, Health Department Director, and any others that Tribal Council or Tribal Chair deems necessary.

E. THEREFORE, FURTHER BE IT RESOLVED that the Committee will meet as necessary in order to develop recommendations and a comprehensive insurance plan.

F. FINALLY, BE IT RESOLVED the Committee shall have the ability to interact with Executive, Legislative or Judiciary staff in order to develop the recommendations and the comprehensive insurance plan that will be submitted to Tribal Council and the Tribal Chair by March 1, 2020.

(Source: TRIBAL RESOLUTION #102619-03)

18.664(10.19)(c) TO REDUCE AND ELIMINATE THE USE OF PLASTIC STRAWS AND EXPANDED POLYSTYRENE PRODUCTS

A. **WHEREAS** the LTBB finds that it is in the best interest, safety, and welfare of its Citizens to reduce litter and pollutants on the lands and in the waters within the LTBB Reservation;

B. **WHEREAS** LTBB finds that the plastic objects, when irresponsibly discarded, pose an environmental hazard to the health, safety, and welfare of its Citizens and visitors within the reservation;

C. **WHEREAS** discarded plastic objects threaten wildlife and degrade and litter the reservation;

D. **WHEREAS** plastic objects constitute a portion of the litter within the reservation's streets, parks and public places;

E. **WHEREAS** the EPA identified that Expanded Polystyrene products, such as food containers, plates, bowls, cups, lids, trays, coolers, ice chests, "clamshells," and all similar articles that are made of fossil fuels and synthetic chemicals, when entering our waterways, can "have serious impacts on human health, wildlife, the aquatic environment, and the economy";

F. **WHEREAS** Expanded Polystyrene is not recyclable or biodegradable; instead it fragments into microplastics, which are then ingested by marine life and other wildlife, thus harming or killing them;

G. **WHEREAS** single-use plastic straws and Expanded Polystyrene products have little value and constitute a large portion of the litter and pollution in the reservation's waterways, rights-of-way, parks, and other public places;

H. **WHEREAS** the use and distribution of single-use plastic objects has a detrimental effect on the LTBB reservation's environment;

I. **WHEREAS** the LTBB finds that there are reasonable, environmentally-friendly alternatives to using plastic straws and Expanded Polystyrenes products that are either compostable or reusable;

J. THEREFORE, BE IT RESOLVED that to honor the environment within the reservation boundaries, LTBB government and enterprises are urged to cease or reduce the use, provision, distribution or sale of plastic beverage straws and Expanded Polystyrenes products, as part of a business operation or a sponsored event, within 180 days of the adoption of this resolution.

K. FURTHER, BE IT RESOLVED Recognizing the needs of disabled persons, nothing precludes beverage providers from making alternatives straws or products available to customers. These alternatives should only be provided upon request by the customer without any inquiry into the disability status of the customer.

(Source: TRIBAL RESOLUTION #102619-04)

18.665(5.20)(a) TRIBAL COUNCIL MEETING PROTOCOL DURING STATE OF EMERGENCY

A. WHEREAS Article VII (J) of the LTBB Constitution says that five Tribal Council members constitute a quorum necessary to transact official business of the Tribal Council, that all votes must be cast only by those actually present at the meeting during which the vote was taken, and that the Tribal Council shall hold regular meetings at least once a month at the Tribal government offices.

B. WHEREAS the Legislative and Executive Branches of LTBB government have declared a State of Emergency to address the COVID-19 pandemic;

C. WHEREAS to protect LTBB citizens and the public from the spread of this deadly virus the Legislative and Executive Branches have closed the Tribal government offices to all but a very small number of staff whose limited presence in the building is needed to maintain essential functions;

D. WHEREAS the State of Emergency prevents the Tribal Council from holding its regular meetings physically at the Council chambers located in the Tribal government offices at 7500 Odawa Circle until the Tribal Council in unification with the Tribal Chair declare the termination or modification of the Tribal State of Emergency, and such termination or modification shall be

done in consultation with the LTBB Health Department and other appropriate health professionals to determine it is safe to resume limited or full assembling in the 7500 Odawa Circle Council Chambers;

E. THEREFORE, BE IT RESOLVED that when a State of Emergency prevents physical assembly to comply with the Constitutional requirement that Tribal Council hold its regular meetings at least once a month an online meeting platform, such as Zoom or Microsoft Teams, will serve as the "Tribal government offices." Online Tribal Council meetings will be conducted following the same procedures as other regular meetings to the greatest extent feasible.

F. FURTHER BE IT RESOLVED that Tribal Council may also host online information townhall style forums during States of Emergency;

G. BE IT FINALLY RESOLVED that the Tribal Council will provide notification of the dates, times and joining instructions to Tribal Citizens of on-line regular meetings and townhall forums through the LTBB website and other appropriate means of communication, such as social media.

(Source: TRIBAL RESOLUTION #042920-01)