



EASTERN SHAWNEE TRIBE OF OKLAHOMA

12755 S. 705 Road, Wyandotte, OK 74370
Bluejacket Building (918) 666-2435, Fax: (918) 666-2186

RESOLUTION NUMBER 032724-R- 01

Resolution Authorizing the Submission of an Institute of Museum and Library Services – Native American Library Services Enhancement Grant Application

WHEREAS, the Eastern Shawnee Tribe of Oklahoma is a federally recognized Indian Tribe organized under the Oklahoma Indian Welfare Act of 1936, with a Constitution approved by the Secretary of the Interior, April 4, 1994 and Amended March 2, 1999; and

WHEREAS, the Constitution of the Eastern Shawnee Tribe of Oklahoma, Article IX, Section 1, empowers the Business Committee to protect and preserve the interests of the Tribe; and

WHEREAS, the Eastern Shawnee Tribe of Oklahoma is committed to protecting and preserving the interests of the tribal membership; and

WHEREAS, the Eastern Shawnee Tribe of Oklahoma is committed to the concept of Indian Tribes functioning as sovereign governments; and

NOW THEREFORE BE IT RESOLVED, that the Business Committee of the Eastern Shawnee Tribe of Oklahoma does hereby support and wish to authorize the submission of the an FY2024 Institute of Museum and Library Services – Native American Library Services Enhancement Grant Application in the amount of \$149,028.00 with no Tribal Match.

CERTIFICATION

The foregoing Resolution NUMBER 032724-R- 01 was adopted at a duly called (regular and/or special) meeting of the Business Committee of the Eastern Shawnee Tribe of Oklahoma conducted on **March 27, 2024**. A quorum was present at said meeting with the vote reflecting;

5 FOR
0 AGAINST
0 ABSTAINING
0 ABSENT
0 VACANCY

Kathie Kent
Kathie Kent,
Secretary

3-27-24
Date

Chris Samples
Chris Samples,
Second Chief

3-27-24
Date

EXECUTIVE BRANCH

Vetoed: YES _____ NO X

Glenna J. Wallace
Glenna J. Wallace, Chief
Eastern Shawnee Tribe of Oklahoma

4-2-24
Date

9:38 a.m.
Time



EASTERN SHAWNEE TRIBE OF OKLAHOMA

12755 S. 705 Road, Wyandotte, OK 74370
Bluejacket Building (918) 666-2435, Fax: (918) 666-2186

RESOLUTION NUMBER 032724-R-02

Resolution Authorizing the Submission of the FY 2024 Grid Alternatives Tribal Solar Accelerator Fund Application Facility-Residential Grant by the Authorized Organization Representative (AOR).

WHEREAS, the Eastern Shawnee Tribe of Oklahoma is a federally recognized Indian Tribe organized under the Oklahoma Indian Welfare Act of 1936, with a Constitution approved by the Secretary of the Interior, April 4, 1994 and Amended March 2, 1999; and

WHEREAS, the Constitution of the Eastern Shawnee Tribe of Oklahoma, Article IX, Section 1, empowers the Business Committee to protect and preserve the interests of the Tribe; and

WHEREAS, the Eastern Shawnee Tribe of Oklahoma is committed to protecting and preserving the interests of the tribal membership; and

WHEREAS, the Eastern Shawnee Tribe of Oklahoma is committed to the concept of Indian Tribes functioning as sovereign governments; and

NOW THEREFORE BE IT RESOLVED, that the Business Committee of the Eastern Shawnee Tribe of Oklahoma does hereby support and wish to authorize the submission of the FY2024 Grid Alternatives Tribal Solar Accelerator Fund Application Facility-Residential Grant Application in the approximate amount of \$200,000.

CERTIFICATION

The foregoing Resolution NUMBER 0327241-R- 02 was adopted at a duly called (regular and/or special) meeting of the Business Committee of the Eastern Shawnee Tribe of Oklahoma conducted on **April 27, 2024**. A quorum was present at said meeting with the vote reflecting;

5 FOR
0 AGAINST
0 ABSTAINING
0 ABSENT
0 VACANCY

Kathie Kent
Kathie Kent,
Secretary

3-27-24
Date

Chris Samples
Chris Samples,
Second Chief

3-27-24
Date

EXECUTIVE BRANCH

Vetoed: YES _____ NO X

Glenna J. Wallace
Glenna J. Wallace, Chief
Eastern Shawnee Tribe of Oklahoma

4-2-24
Date

9:40 a.m.
Time



EASTERN SHAWNEE TRIBE OF OKLAHOMA

12755 S. 705 Road, Wyandotte, OK 74370
Bluejacket Building (918) 666-2435, Fax: (918) 666-2186

RESOLUTION NUMBER 032724-R-03

Approving the Attached Residential Lease of Property Owned by the Eastern Shawnee Tribe of Oklahoma Commonly Known as the Stoner House

- WHEREAS,** the Eastern Shawnee Tribe of Oklahoma is a federally recognized Indian Tribe organized under the Oklahoma Indian Welfare Act of 1936, with a Constitution approved by the Secretary of the Interior, April 4, 1994 and Amended March 2, 1999; and
- WHEREAS,** the Constitution of the Eastern Shawnee Tribe of Oklahoma, Article IX, Section 1, empowers the Business Committee to protect and preserve the interests of the Tribe; and
- WHEREAS,** the Eastern Shawnee Tribe of Oklahoma is committed to protecting and preserving the interests of the tribal membership; and
- WHEREAS,** the Eastern Shawnee Tribe of Oklahoma is committed to the concept of Indian Tribes functioning as sovereign governments; and
- WHEREAS,** the Constitution of the Eastern Shawnee Tribe of Oklahoma, Article IX, Section 2(b), limits the Business Committee to lease property on behalf of the Tribe for a period of ten (10) years; and
- WHEREAS,** the Eastern Shawnee Tribe of Oklahoma has an approved Residential Leasing Act in accordance with the Helping Expedite and Advance Responsible Tribal Home Ownership (HEARTH) Act of 2012 adopted by the Business Committee April 28, 2021, and approved by the Assistant Secretary—Indian Affairs January 24, 2022.
- WHEREAS,** the Business Committee supports the lease of Tribal land for the purpose of a **residential lease**. Said lease is located on the following Trust Land:

An undivided 1/1 trust interest

921ST1010

A tract of land in Government Lot 7 in Section 36, Township 28 North, Range 24 East of the Indian Meridian, Ottawa County, Oklahoma, more particularly described as follows:

Beginning at the SE corner in Government Lot 7;
Thence S 89°39'53" W, 234.26 feet;
Thence N 00°41'00" E, 151.47 feet;
Thence S 87°27'46" E, 232.74 feet;
Thence S 00°01'35" W, 139.79 feet to the point of beginning.
Containing 0.78 acres

WHEREAS, the Constitution of the Eastern Shawnee Tribe of Oklahoma, Article IX, Section 1(d), delegates the power to enter into any obligation or contract to the Business Committee; and

WHEREAS, in accordance with the Eastern Shawnee Tribe of Oklahoma Residential Leasing Act, the Eastern Shawnee Tribe of Oklahoma may grant a lease acting through their appropriate officials; and

WHEREAS, pursuant to the Eastern Shawnee Tribe of Oklahoma Residential Leasing Act, Section 2.03 (10), the Tribe will not require a lessee to provide a performance bond; and

WHEREAS, pursuant to the Eastern Shawnee Tribe of Oklahoma Residential Leasing Act, Section 2.03 (10), the Tribe will not require a lessee to provide insurance for a residential lease document; and

WHEREAS, pursuant to Title 25 CFR Part 162.241(c), at the discretion of the Tribe, administrative lease fees may be waived.

WHEREAS, pursuant to the Eastern Shawnee Tribe of Oklahoma Residential Leasing Act, Section 3.03 (a), the residential lease does not have a significant impact on the environment and is categorically excluded.

NOW THEREFORE BE IT RESOLVED, the Property Management Department of the Eastern Shawnee Tribe of Oklahoma is authorized to conduct negotiations on behalf of the Eastern Shawnee Tribe of Oklahoma and approve and execute any and all documents relating to the subject lease.

BE IT FINALLY RESOLVED, that the Business Committee of the Eastern Shawnee Tribe of Oklahoma does hereby wish to approve the attached Residential Lease of property owned by the Eastern Shawnee Tribe of Oklahoma located at 10995 S. 679 Rd., Wyandotte, OK 74370, commonly known as the Stoner House for a period of **one (1) year** with lease number **921 000G040040 with BIA TAAMS Document Number 4200439624** under the Eastern Shawnee Tribe of Oklahoma Residential Leasing Act approved by the Department of Interior January 24, 2022; does hereby waive all bonds associated with this lease; does hereby waive insurance requirements; does hereby expressly waive administrative fees associated with this transaction; and does hereby approve environmental analysis documentation in the form of a categorical exclusion.

CERTIFICATION

The foregoing Resolution NUMBER 032724-R- 03 was adopted at a duly called (regular and/or special) meeting of the Business Committee of the Eastern Shawnee Tribe of Oklahoma conducted on **March 27, 2024**. A quorum was present at said meeting with the vote reflecting;

5 FOR
0 AGAINST
0 ABSTAINING
0 ABSENT
0 VACANCY

Kathie Kent
Kathie Kent,
Secretary

3-27-24
Date

Chris Samples
Chris Samples,
Second Chief

3-27-24
Date

EXECUTIVE BRANCH

Vetoed: YES _____ NO

Glenna J. Wallace
Glenna J. Wallace, Chief
Eastern Shawnee Tribe of Oklahoma

4-2-24
Date

9:41 a.m.
Time



EASTERN SHAWNEE TRIBE OF OKLAHOMA

12755 S. 705 Road, Wyandotte, OK 74370
Bluejacket Building (918) 666-2435, Fax: (918) 666-2186

RESOLUTION NUMBER 032724-R-04

Resolution Authorizing a Limited Waiver of Sovereign Immunity for Woodlands Entertainment, LLC

- WHEREAS**, the Eastern Shawnee Tribe of Oklahoma is a federally recognized Indian Tribe organized under the Oklahoma Indian Welfare Act of 1936, with a Constitution approved by the Secretary of the Interior, April 4, 1994 and Amended March 2, 1999; and
- WHEREAS**, the Constitution of the Eastern Shawnee Tribe of Oklahoma, Article IX, Section 1, empowers the Business Committee to protect and preserve the interests of the Tribe; and
- WHEREAS**, the Eastern Shawnee Tribe of Oklahoma is committed to protecting and preserving the interests of the tribal membership; and
- WHEREAS**, the Eastern Shawnee Tribe of Oklahoma is committed to the concept of Indian Tribes functioning as sovereign governments; and
- WHEREAS**, Woodlands Entertainment, LLC (“Woodlands”) is a tribal limited liability company wholly owned by the Eastern Shawnee Tribe of Oklahoma; and
- WHEREAS**, Woodlands Management, LLC (“Woodlands Management”) manages and is the sole manager of Woodlands; and
- WHEREAS**, pursuant to the Eastern Shawnee Tribe of Oklahoma’s Tribal Entity Code (“Code”) and Woodlands’ Operating Agreement, Woodlands is clothed with all the privileges and immunities of the Eastern Shawnee Tribe of Oklahoma, including sovereign immunity from suit; and
- WHEREAS**, under Section 106 of the Code, Woodlands’ sovereign immunity from suit may be waived only by express resolutions of both the Business Committee and Woodlands Management’s Board of Directors; and
- WHEREAS**, Woodlands seeks to enter into a master services agreement (“Agreement”) with MPI Social LLC, doing business as Wondr Nation (“Wondr Nation”), under which Wondr Nation will support Woodlands’ launch and operation of a social casino; and

WHEREAS, as a condition of the Agreement, Wondr Nation is requiring that Woodlands waive its sovereign immunity from suit for the limited purposes of compelling and enforcing arbitration to resolve any dispute between the parties; and

WHEREAS, the Business Committee, having been advised by Woodlands Management's Board of Directors, finds that the Agreement will secure a substantial benefit to Woodlands and that it is in the best interest of the Eastern Shawnee Tribe of Oklahoma for Woodlands to enter into the Agreement and to authorize a limited waiver of Woodlands' sovereign immunity for purposes of the Agreement.

NOW THEREFORE BE IT RESOLVED, that the Business Committee of the Eastern Shawnee Tribe of Oklahoma hereby expressly authorizes, approves, and confirms the governing law, mediation, arbitration, limited waiver of Woodlands' sovereign immunity, consent to jurisdiction and other dispute resolution provisions (collectively, the "Dispute Resolution Provisions"), as set forth in the Agreement and hereby independently, by and through this Resolution, expressly and unequivocally grants such Dispute Resolution Provisions set as specifically forth below (capitalized terms used in the below, but not defined, will have the meanings ascribed to them in the Agreement and all section references in the text below will refer to sections in the Agreement):

10. DISPUTE RESOLUTION & SOVEREIGN IMMUNITY.

10.1. Mediation. If there is a dispute between the Parties concerning the interpretation or implementation of this Agreement, then the Parties shall first attempt to resolve the dispute through informal discussions. If the Parties are unable to resolve the dispute through informal discussions, then the Parties shall attempt to resolve the dispute through non-binding mediation. Any applicable statute of limitations shall toll during informal dispute resolution discussions. Such tolling period shall begin upon written notice by the Party asserting the applicable claim, and end thirty (30) days after written notice from either Party that it is ending informal dispute resolution discussions. If the Parties are unable to resolve the dispute through non-binding mediation, then the dispute shall be resolved by arbitration pursuant to Section 10.2.

10.2 Arbitration. Unless resolved pursuant to Section 10.1, any controversy or claim arising out of or relating to this Agreement, or breach of this Agreement shall be settled by arbitration in Tulsa, Oklahoma. The arbitration shall be administered by an arbitrator that the Parties mutually agree on and in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association, provided R-52(c) shall not apply. The language to be used in the arbitration proceeding shall be English. The arbitrator may award monetary damages, injunctive relief, costs, and attorney's fees. The arbitration award shall be final and binding regardless of whether one of the parties fails or refuses to participate in the arbitration. The arbitrator shall not have the power to amend this Agreement in any respect. Any action to compel arbitration or enforce judgment on the award entered by the arbitrator may be entered in the Mashantucket Pequot Tribal Nation's Tribal Court or, if against Customer, in the CFR Court of Indian Offences for the Eastern Oklahoma Region.

10.3 Sovereign Immunity of Wondr Nation. Wondr Nation represents and warrants that, pursuant to Title 12, Section 3 and any other applicable provision of the laws of Mashantucket, Wondr Nation has expressly waived its sovereign immunity from suit by Customer for the purposes of compelling arbitration or enforcing an arbitration award in

accordance with Section 10.2, that such waiver is valid, legal, and binding without any further action from Wondr Nation or the Mashantucket Pequot Tribal Nation, and that pursuant to Article VIII, Section 7 of the Constitution and By-Laws of the Mashantucket Pequot Tribal Nation such waiver cannot be revoked.

10.4 Sovereign Immunity of Customer. This Agreement does not waive or otherwise affect Customer's sovereign immunity from suit, except as expressly and specifically provided in this Section 10.4. Customer grants Wondr Nation, and no other party, a limited waiver of its sovereign immunity from suit exclusively for the purposes of compelling arbitration or enforcing an arbitration award before the Mashantucket Pequot Tribal Nation's Tribal Court or the CFR Court of Indian Offences for the Eastern Oklahoma Region in accordance with Section 10.2. Customer does not grant Wondr Nation a waiver of its sovereign immunity from suit for any other purpose or remedy. This limited waiver of sovereign immunity shall not extend to, is not for the benefit of, and is not enforceable by any third party or assignee of Wondr Nation. An arbitration award shall not be enforceable against Customer pursuant to this limited waiver of sovereign immunity unless such award is subject to the limitations on types and amounts of damages set forth in Section 8 of this Agreement. Further, an arbitration award shall only be enforceable against Customer pursuant to this limited waiver of sovereign immunity if it affects the assets of Customer only. An arbitration award which purports to affect any other assets of the Eastern Shawnee Tribe of Oklahoma shall not be enforceable against Customer. Customer's limited waiver of sovereign immunity shall be of limited duration, applying only during the term of this Agreement and for twelve (12) months thereafter. Customer's limited waiver of sovereign immunity shall not apply to any claim that does not strictly comply with this Section 10.4. Nothing in this Agreement waives, modifies, or affects the sovereign immunity of the Eastern Shawnee Tribe of Oklahoma.

...

11.3 Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with and shall be governed by the laws of Mashantucket applicable to agreements entered into and to be wholly performed therein.

BE IT FURTHER RESOLVED, that the Business Committee of the Eastern Shawnee Tribe of Oklahoma hereby determines that the limited waiver of sovereign immunity set forth above and the other Dispute Resolution Provisions, subject to the authorization contained herein, conform in all respects to and meet the requirements of the laws of the Eastern Shawnee Tribe of Oklahoma.

BE IT FURTHER RESOLVED, that the Business Committee of the Eastern Shawnee Tribe of Oklahoma hereby authorizes the Chair of the Woodlands Management's Board of Directors, or her or designee, to execute the Agreement.

BE IT FURTHER RESOLVED, that, except as expressly and specifically set forth in this Resolution, the Eastern Shawnee Tribe of Oklahoma, Woodlands, and Woodlands Management do not waive, alter, or otherwise diminish their sovereign immunity from suit.

BE IT FURTHER RESOLVED, that the Agreement may be signed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one instrument and a facsimile signature or electronically scanned copy of a signature shall constitute and shall be deemed to be sufficient evidence of a party's execution of this consent, without necessity of further proof.

BE IT FURTHER RESOLVED, that, upon the execution and delivery of the Agreement together with any amendments or modifications thereto and other instruments or other documents delivered in connection with the Agreement, they shall be the valid and binding obligations of Woodlands enforceable in accordance with their respective terms.

BE IT FINALLY RESOLVED, that the Business Committee of the Eastern Shawnee Tribe of Oklahoma hereby approves and ratifies any and all actions taken or accomplished prior to the date that this Resolution was adopted which would have been authorized by this Resolution but for the fact that the actions occurred prior to the date hereof.

CERTIFICATION

The foregoing Resolution NUMBER 032724-R- 04 was adopted at a duly called (regular and/or special) meeting of the Business Committee of the Eastern Shawnee Tribe of Oklahoma conducted on **March 27, 2024**. A quorum was present at said meeting with the vote reflecting;

- 5 FOR
- 0 AGAINST
- 0 ABSTAINING
- 0 ABSENT
- 0 VACANCY

Kathie Kent
Kathie Kent,
Secretary

3-27-24
Date

Chris Samples
Chris Samples,
Second Chief

3-27-24
Date

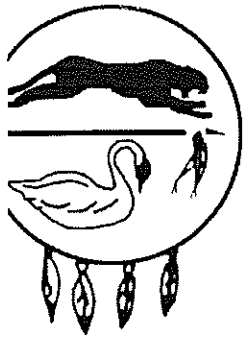
EXECUTIVE BRANCH

Vetoed: YES _____ NO X

Glenna J. Wallace
Glenna J. Wallace, Chief
Eastern Shawnee Tribe of Oklahoma

4-2-24
Date

9:45 a.m.
Time



EASTERN SHAWNEE TRIBE OF OKLAHOMA

12755 S. 705 Road, Wyandotte, OK 74370
Bluejacket Building (918) 666-2435, Fax: (918) 666-2186

RESOLUTION NUMBER 032724-R- 05

Resolution to add Ceremonial Chief Shawn King as an authorized signer of the Buffalo and Livestock Operations and their Subsidiaries Accounts

WHEREAS, the Eastern Shawnee Tribe of Oklahoma is a federally recognized Indian Tribe organized under the Oklahoma Indian Welfare Act of 1936, with a Constitution approved by the Secretary of the Interior, April 4, 1994 and Amended March 2, 1999; and

WHEREAS, the Constitution of the Eastern Shawnee Tribe of Oklahoma, Article IX, Section 1, empowers the Business Committee to protect and preserve the interests of the Tribe; and

WHEREAS, the Eastern Shawnee Tribe of Oklahoma is committed to protecting and preserving the interests of the tribal membership; and

WHEREAS, the Eastern Shawnee Tribe of Oklahoma is committed to the concept of Indian Tribes functioning as sovereign governments; and

NOW THEREFORE BE IT RESOLVED, that the Business Committee of the Eastern Shawnee Tribe of Oklahoma does hereby wish to name Ceremonial Chief Shawn King as an authorized signer for the operation concerning the following properties that are used by Ceremonial Chief Shawn King for the Buffalo and Livestock Operations and their subsidiaries accounts.

Felkins Pasture
Harkins Pasture
Pence Pasture
Oliver Pasture
Cook Pasture
Stoner Pasture
Young Pasture
Hwy 60 Pasture
Elbert Pasture

CERTIFICATION

The foregoing Resolution NUMBER 0327241-R- 05 was adopted at a duly called (regular and/or special) meeting of the Business Committee of the Eastern Shawnee Tribe of Oklahoma conducted on **March 27, 2024**. A quorum was present at said meeting with the vote reflecting;

4 FOR
0 AGAINST
0 ABSTAINING
1 ABSENT
0 VACANCY

Kathie Kent
Kathie Kent,
Secretary

3-27-24
Date

Chris Samples
Chris Samples,
Second Chief

3-27-24
Date

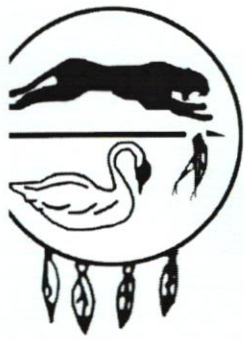
EXECUTIVE BRANCH

Vetoed: YES _____ NO

Glenna J. Wallace
Glenna J. Wallace, Chief
Eastern Shawnee Tribe of Oklahoma

4-2-24
Date

9:53 a.m.
Time



**EASTERN SHAWNEE TRIBE
OF OKLAHOMA**

12755 S. 705 Road, Wyandotte, OK 74370
Bluejacket Building (918) 666-2435, Fax: (918) 666-2186

RESOLUTION NUMBER 032724-R- 06

**Resolution to Transfer funds from the Bancfirst Investment account to
People's Bank**

WHEREAS, the Eastern Shawnee Tribe of Oklahoma is a federally recognized Indian Tribe organized under the Oklahoma Indian Welfare Act of 1936, with a Constitution approved by the Secretary of the Interior, April 4, 1994 and Amended March 2, 1999; and

WHEREAS, the Constitution of the Eastern Shawnee Tribe of Oklahoma, Article IX, Section 1, empowers the Business Committee to protect and preserve the interests of the Tribe; and

WHEREAS, the Eastern Shawnee Tribe of Oklahoma is committed to protecting and preserving the interests of the tribal membership; and

WHEREAS, the Eastern Shawnee Tribe of Oklahoma is committed to the concept of Indian Tribes functioning as sovereign governments; and

NOW THEREFORE BE IT RESOLVED, that the Business Committee of the Eastern Shawnee Tribe of Oklahoma does hereby wish to transfer \$22,000,000.00 of the Bancfirst Investment Account Funds to People's Bank to be placed into a secured interest bearing account.

CERTIFICATION

The foregoing Resolution NUMBER 032724-R- 06 was adopted at a duly called (regular and/or special) meeting of the Business Committee of the Eastern Shawnee Tribe of Oklahoma conducted on **March 27, 2024**. A quorum was present at said meeting with the vote reflecting;

4 FOR
0 AGAINST
0 ABSTAINING
1 ABSENT
0 VACANCY

Kathie Kent
Kathie Kent,
Secretary

3-27-24
Date

Chris Samples
Chris Samples,
Second Chief

3-27-24
Date

EXECUTIVE BRANCH

Vetoed: YES _____ NO X

Glenna J. Wallace
Glenna J. Wallace, Chief
Eastern Shawnee Tribe of Oklahoma

4-2-24
Date

9:50 a.m.
Time