

**MATCH-E-BE-NASH-SHE-WISH – WAYLAND TOWNSHIP AREA LOCAL  
REVENUE SHARING BOARD BYLAWS**

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## ARTICLE 1: DEFINITIONS

- A. “**Budget**” means the process by which the Local Revenue Sharing Board arrives at projected operating costs, including preparation of a written statement of projected administrative costs for one fiscal year.
- B. “**Bylaws**” means this document as approved by the Local Revenue Sharing Board
- C. “**Casino**” means the Class III gaming facility located in Wayland Township that is operated by the Tribe pursuant to the Compact and the Indian Gaming Regulatory Act.
- D. “**Compact**” means the “Compact between the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians and The State of Michigan Providing for the Conduct of Tribal Class III Gaming by the Match-E-Be-Nash-She-Wish Band of the Pottawatomi Indians of Michigan” entered into on May 9, 2007.
- E. “**Governmental Representatives**” consists of one (1) representative selected by the governing body of Allegan County; one (1) representative selected by the governing body of Wayland Township; and one (1) representative selected by the first two governing parties and approved by the Remaining Local Units of Government.
- F. “**Immediate Vicinity**” That geographic area within the boundaries of Wayland Township.
- G. “**Interlocal Agreement**” The Interlocal Agreement creating the Match-E-Be-Nash-She-Wish Band – Wayland Township Area Local Revenue Sharing Board that was entered into by the Local Units of Government that are signatories to that document with an effective date of May 31, 2011.
- H. “**Local Units of Government**” means a county, city, village, township, school district, single or multi-purpose special district, or single or multi-purpose public authority that is a political subdivision of the State of Michigan and is in the immediate vicinity of the Casino

or is otherwise directly affected by the Casino. For purposes of these Bylaws, the Local Units of Government consist of County of Allegan, the Township of Wayland, Wayland Union School District, Allegan Area Educational Service Agency, the City of Wayland, the Township of Dorr, the Township of Leighton, the Township of Martin, the Township of Hopkins, the Township of Yankee Springs.

- I. “**LRSB**” means the Match-E-Be-Nash-She-Wish – Wayland Township Area Local Revenue Sharing Board which is the public body politic established by the Interlocal Agreement pursuant to the Urban Cooperation Act of 1967 and in accordance with the Compact.
- J. “**Otherwise Directly Affected by the Operation of the Casino**” means the Specific Actual Cost incurred by a Local Unit of Government that exercises governmental authority within the Immediate Vicinity of the Casino which cost was the result of the development or operation of the Casino.
- K. “**Police, Fire and Public Safety Services**” means the promotion and protection of persons and property, and matters related to the general health and welfare, including specifically police, emergency medical services, road and transportation safety, judicial system, fire protection, infrastructure repairs and improvements as it relates to public safety, as well as appropriate responses to public health emergencies all related to the Casino.
- L. “**Quorum**” means four (4) members of the Local Revenue Sharing Board at a regular or special meeting, two (2) members of which must be Tribal Representatives. For purposes of this definition, Board members may participate telephonically (or by video conferencing) and vote as if attending in person.
- M. “**Remaining Local Unit of Government**” means A Local Unit of Government, other than Wayland Township, Allegan County, Wayland Schools and the Tribe ] as defined in Article 1, Section H that has entered into the Interlocal Agreement for the Establishment of the Local Revenue Sharing Board.

- N. **“Specific Actual Cost Incurred”** means cost which would not have been incurred but for the development or operation of the Tribes Class III gaming facility and which were incurred over and above the general operating expense of the Local Unit of Government.
- O. **“Tribal Payment”** means the required bi-annual payment by the Tribe by the Compact based upon two percent (2%) of the Net Win (as that term is defined in the Compact).
- P. **“Tribal Representatives”** mean the three (3) representatives selected by the Tribal Council of the Tribe in accordance with the Tribe’s policy.
- Q. **“Tribe”** means the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians of Michigan, a federally recognized Indian tribe.

## **ARTICLE II: GOVERNING PROVISIONS**

- A. **Name.** The name shall be the Match-E-Be Nash-She-Wish – Wayland Township Area Local Revenue Sharing Board.
- B. **Formation.** The LRSB is established by the Interlocal Agreement pursuant to the Urban Cooperation Act of 1967.
- C. **Function.** The LRSB’s function shall be to exercise its powers as set forth in the Interlocal Agreement and these Bylaws and the Compact.
- D. **Compact and Interlocal Agreement Incorporated by Reference.** The Compact and Interlocal Agreement are hereby incorporated by reference and made part of these Bylaws.
- E. **Interlocal Agreement Controls in the Event of a Conflict.** In the event of a conflict between these Bylaws and the Interlocal Agreement, the Interlocal Agreement shall control.

## **ARTICLE III: BOARD MEMBERS**

- A. **Alternate Members.** If Alternate Members are appointed by a party to the Interlocal Agreement, that person will be seated to represent

their Unit of Government in all matters in the absence of the member upon recognition of the Chair of the LRSB at any regular or special meeting. Once recognized and seated, the votes and actions of the Alternate Member will have the same authority as if they had been made by a member. In cases where the member arrives after the recognition and start of the meeting, the member will replace the Alternate. Recognition of the change shall be noted in the minutes. Only one Alternate Member can be appointed by each Local Unit of Government. Such appointments are for the same term and under the same conditions as the member.

**B. Conflicts of Interest.**

1. LRSB Members shall avoid conflicts of interest. A conflict of interest includes but is not limited to:
  - a. Deliberating, reviewing or voting on a matter concerning the member personally that directly affects the financial interest of the respective LRSB Member. This does not include LRSB consideration of the reimbursement of expenses incurred by a LRSB Member in connection with his or her official duties.
  - b. Deliberating, reviewing or voting on a matter concerning real or personal property owned by the LRSB Member.
  - c. Deliberating, reviewing or voting on a matter a corporation, company, partnership, sole proprietorship or any other entity in which he or she has a financial or pecuniary interest, or any other relationship where the LRSB Member may realize a financial gain or loss.
  - d. Deliberating, reviewing or voting on a matter which may result in a pecuniary or other benefit to the LRSB Member. This does not include LRSB consideration of the reimbursement of expenses incurred by a LRSB Member in connection with the official duties of the LRSB Member.

- e. Deliberating, reviewing, or voting on a matter concerning the LRSB Members' household or relatives, including but not limited to a spouse, child, stepchild, grandchild, parent, brother, sister, grandparent, in-laws.
  - f. Deliberating, reviewing, or voting on a matter where the LRSB Members' employee or employer is an applicant; or has a direct interest in the outcome. This does not include voting or deliberating on a matter involving the Local Unit of Government which appointed the LRSB Member.
- 2. It is not a conflict of interest for a LRSB Member to simultaneously serve as an employee or an appointed or elected officer of any listed Local Unit of Government.
  - 3. In the case of a potential conflict of interest on the LRSB, if it is recognized by a unanimous vote of the remaining LRSB Members present for the conduct of business that a conflict exist, the LRSB Member found to be in conflict shall cease to participate in the deliberation, voting or reviewing of the relevant matter before the LRSB and will physically remove himself or herself from the meeting until the LRSB concludes its deliberation of the matter in question.

C. **Standards of Conduct.**

- 1. Members shall comply with the following standards of conduct which include but are not limited to:
  - a. A LRSB Member shall not divulge to an unauthorized person, confidential information acquired during the term of service as a representative on the LRSB in advance of the time prescribed for its release to the public.
  - b. A LRSB Member shall not represent his or her personal opinion as that of the Board.

- c. A LRSB Member nor a members immediate family including his or her household or relatives, including but not limited to a spouse, child, step-child, grandchild, parent, brother, sister, grandparent, or in –law shall not solicit or accept a gift or loan of money, goods, services or other thing of value for the benefit of a person or organization which tends to influence the manner in which the member performs his or her official duties on the LRSB.
- d. A LRSB Member shall not engage in a business transaction in which the member may profit from his or her official position or authority or benefit financially from confidential information which the Board has obtained or may obtain by reason of that position or authority.
- e. A LRSB Member shall not engage in or accept employment or render services for a private or public interest when that employment or service is incompatible or in conflict with the discharge of the members official duties or when that employment may tend to impair his or her independence of judgment or action in the performance of his or her professional duties as a Board member.

#### **ARTICLE IV: DUTIES OF THE OFFICERS**

- A. The Chairperson shall:
  - 1. Preside at all regular or special LRSB meetings.
  - 2. Vote on all matters pending before the LRSB as a member unless otherwise excused.
  - 3. Co-sign all documents authorized by the LRSB along with the Secretary-Treasurer.
  - 4. Restate all motions.

5. Appoint the members of any committee including a standing budget committee which shall prepare an annual operating budget subject to the unanimous approval of the LRSB.
6. Appoint officers of any committee or choose to let a committee select their own officers for each respective committee.
7. Call special meetings pursuant to Article V of these Bylaws as needed.
8. Appoint an acting Secretary-Treasurer in the event the Secretary-Treasurer is absent from the LRSB meeting.
9. Determine and prepare the agenda items for all regular meetings and special meetings called by the Chairperson.
10. Perform such other duties as may be ordered by the LRSB

B. The Vice Chairperson shall:

1. In the event that the office of Chairperson becomes vacant due to death, removal or resignation, the Vice Chairperson shall serve as the Chairperson until a successor is duly elected.
2. In the event of the Chairpersons absence or other inability to discharge his or her duties, the Vice Chairperson shall exercise such duties during the period of the Chairpersons absence or disability.

C. The Secretary-Treasurer shall:

1. Co-sign all documents authorized by the LRSB along with the Chairperson.
2. Be responsible for the minutes of each meeting pursuant to Article V, Section K, of these Bylaws and shall have them bound or otherwise collected in suitable volumes. Copies of proposed and/or approved minutes shall be distributed to each



member of the LRSB not less than 2 business days prior to the next regular meeting of the LRSB.

3. Receive all correspondence and other communications, which shall be distributed to the LRSB members without delay.
4. Provide notice to members and the public for all meetings.
5. Invest and hold Tribal Payments separate from all other funds.
6. Maintain accounts in compliance with LRSB policy.
7. Prepare and provide a financial report at each regular meeting of the LRSB. As part of this financial report, the Secretary-Treasurer will provide a complete accounting of all monetary assets and investments.
8. Arrange and participate in the annual audit process.
9. Assume the duties of the Freedom of Information Act Coordinator as provided by the Freedom of Information Act being 1976 P.A. 442, MCL § 15.231, as amended.
10. Perform such other duties as may be ordered by the LRSB.

#### **ARTICLE V: MEETINGS**

- A. **Open Meetings.** The LRSB shall comply with the Open Meetings Act being 1976 P.A. 167, MCL § 15.261, as amended.
- B. **Freedom of Information.** The LRSB shall comply with the Freedom of Information Act being 1976 P.A. 442, MCL § 15.231, as amended.
- C. **Quorum.** The LRSB shall meet and conduct business with a Quorum as defined in Article I, Section L.
- D. **Public Participation.** A person shall be permitted to address a meeting of the LRSB under its rules. The LRSB may establish

reasonable rules and regulations governing its meetings which shall be recorded and made available to the public.

- E. **Regular and Special Meetings.** The LRSB shall schedule regular monthly meetings at a time and place to be designated by the LRSB. A special meeting shall be held as needed at the request of at least two (2) members, or by the Chairperson in his or her sole discretion.
- F. **Meeting Notices.** The Secretary-Treasurer or designee shall provide public notice for all regular or special meetings in compliance with the Open Meetings Act.
- G. **Agenda.** The Chairman or designee shall prepare an agenda for each meeting in a format to be determined by the LRSB.
- H. **Delivery of Agenda.** The Chairman or designee shall provide an agenda [either electronically or by mail] to each member of the Board at least 2 business days prior to the scheduled meeting date.
- I. **Parliamentary Procedures.** Parliamentary Procedures for the Board meetings shall be informal with guidance from Roberts Rules of Order, but Roberts Rules of Order are not controlling.
- J. **Voting.** Voting shall be by voice vote and shall be recorded as passing or failing. Roll call vote shall be recorded for all disbursements of Tribal Payments and shall be a majority vote of the full Board. Voting by electronic mail and/or electronic meetings are permitted for Board actions, provided, however, any actions taken as part of an electronic vote and/or an electronic meeting shall be reaffirmed at the next meeting of the Board.
- K. **Meeting Minutes.** The Secretary-Treasurer or designee shall keep or cause to be kept, minutes of each meeting which shall, at a minimum, include the date, time, place, members present, members absent, any decisions made, the purpose for which a closed session is held, and the member response to any roll call vote when such vote is taken.
- L. **Records Retention.** LRSB records shall be preserved and kept on file according to applicable Michigan law.

- M. **Storage of Records.** The records of the LRSB shall be kept at the Wayland Township Hall.
- N. **Stipends.** The Board may approve a stipend for each Board member attending meetings either in person, or telephonically. Stipends are not permitted for any meetings conducted electronically.

#### **ARTICLE VI: DISTRIBUTION OF TRIBAL PAYMENTS**

- A. **Fiscal Year.** The fiscal year of the LRSB will begin October 1st and end September 30th of the following calendar year.
- B. **Expenses.** All administrative and operational expenses incurred by the LRSB shall be approved by a majority vote of the Board prior to payment.
- C. **Formula for Distribution.** Pursuant to the Compact and Interlocal Agreement, Tribal Payments shall be allocated and distributed in the following priority:
  - 1. **Administrative Set Aside.** The LRSB shall allocate no more than 4% of a Tribal Payment for administrative costs and expenses as provided in the annual budget.
  - 2. **Specific Actual Cost Incurred.** Specific Actual Cost Incurred as approved by the Board shall be allocated and dispersed comprised of Police, Fire and Public Safety Services.
  - 3. **Payments in Lieu of Taxes.** After distribution pursuant to Subsections 1 and 2 above, 65% of the balance of the Tribal Payment shall be set aside for Payments in Lieu of Taxes. Distribution to each Local Unit of Government shall be in an amount equal to the proportion of its qualified and certified millage rates measured against the total qualified and certified millage rates of all the Local Units of Government that are eligible to receive said payments.

- i. Example: If a Local Unit of Government millage rate is 2 mills and the total of all units is 32 then that Unit would receive 2/32 of the Payment.
4. Remaining Disbursements. The balance of the Tribal Payments remaining after the disbursements described in subparagraphs 1, 2, and 3 shall be allocated and disbursed as follows:

<u>Local Unit of Government</u>	<u>% of Distribution</u>
Wayland Township	50%
Allegan County	25%
Wayland Union Schools	8%
Allegan Area EASA	2%
City of Wayland	2.5%
Martin Township	2.5%
Dorr Township	2.5%
Hopkins Township	2.5%
Yankee Springs Township	2.5%
Leighton Township	2.5%

**ARTICLE VII: GENERAL PROVISIONS**

- A. **Severability.** In the event any provision of these Bylaws shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

- B. **Amendment.** These Bylaws may be amended at a regular or special meeting by a motion which is adopted by the unanimous vote of the LRSB. At least ten (10) days prior to the adoption of an amendment, the LRSB shall provide public notice of the proposed amendment at the locations required for public notice pursuant to the Open Meetings Act.