



# COLVILLE CONFEDERATED TRIBES

## COLVILLE BUSINESS COUNCIL

### Special Session

### November 20<sup>th</sup>, 2014

### Resolution Index

Condensed by, Trisha Jack, CBC Recording Secretary

Council Members Present: Jim Boyd, Stevey Bylilly, Richard Tonasket, Edwin Marchand, Andy Joseph, Jr., Nancy Johnson, Ricky Gabriel, William Nicholson II, Jack Ferguson, and Joseph Somday

Delegation/Absent: Allen Hammond, Marvin Kheel, Mel Tonasket, and Michael Marchand

Resolution No.	Condensed Recommendation Information	Colville Business Council Vote Tally
<b>10-Signature 2014-720.tg/m&amp;b</b>	To amend Resolution 2014-652 to exclude the master Debt Set-Off hold list and to approve the following holds:  1.Children & Family Services Court Orders/Voluntary consent for minors and adults  2.Social Services-Regular Court Orders/Voluntary consent for minors and adults  3.Enrollment Department Court Orders/Voluntary consent/Administrative Errors for minors and adults  4.Colville Tribal Credit Per Capita Loan Agreements  5.Child Support Court Orders/Voluntary consent	<b>10 FOR (MT, JS, MK, EM, MM, AH, SB, AJ, JB, RT)</b>  <b>0 AGAINST</b>  <b>0 ABSTAINED</b>  <b>*Rationale: Timelines</b>
<b>10-Signature 2014-721.tg</b>	To include cases 014-117, 014-116, 014-113, and 014-112 in the 2014 December Per Capita disbursement. These cases met the deadlines and are eligible to receive the disbursement.	<b>10 FOR (MT, EM, WN, JS, MM, AJ, JF, JB, RG, RT)</b>  <b>0 AGAINST</b>  <b>0 ABSTAINED</b>  <b>*Rationale: Timelines</b>
<b>2014-722.hhs</b>	To delegate Mel Tonasket to the Indian Policy Advisory Committee for the Confederated Tribes of the Colville Reservation. This resolution shall supersede all prior resolutions. Chairman or designee authorized to sign all pertinent documents.	<b>9 FOR (SB, EM, RT, NJ, AJ, RG, WN, JF, JS)</b>  <b>0 AGAINST</b>  <b>0 ABSTAINED</b>
<b>2014-723.hhs</b>	To delegate Rich Tonasket to the Indian Policy Advisory Committee as the alternate for the Confederated Tribes of	<b>9 FOR (SB, EM, RT, NJ, AJ, RG, WN, JF, JS)</b>  <b>0 AGAINST</b>

	the Colville Reservation. This resolution shall supersede all prior resolutions. Chairman or designee authorized to sign all pertinent documents.	<b>0 ABSTAINED</b>
<b>2014-724.hhs</b>	To delegate Rich Tonasket to the American Indian Health Commission for Washington State for the Confederated Tribes of the Colville Reservation. This resolution shall supersede all prior resolutions. Chairman or designee authorized to sign all pertinent documents.	<b>9 FOR (SB, EM, RT, NJ, AJ, RG, WN, JF, JS)</b> <b>0 AGAINST</b> <b>0 ABSTAINED</b>
<b>2014-725.hhs</b>	To delegate Mel Tonasket to the American Indian Health Commission for Washington State as alternate for the Confederated Tribes of the Colville Reservation. This resolution will supersede all prior resolutions. Chairman or designee authorized to sign all pertinent documents.	<b>9 FOR (SB, EM, RT, NJ, AJ, RG, WN, JF, JS)</b> <b>0 AGAINST</b> <b>0 ABSTAINED</b>
<b>Tabled 2014-726.hhs</b>	<p>To authorize the two Indian Health Clinics located in Nespelem and Omak to bill for all eligible services, be it finally resolved that those Tribal Health programs within the insurance coverages also bill for such services.</p> <p>Whereas, the Colville Business Council recognize that third party collections are an integral part of the Indian Health Services clinical operations budget; and</p> <p>Whereas, the Colville Tribes provide an insurance package for all employees with the options for the employee to purchase spouse and family coverage; and</p> <p>Whereas, the Affordable Care Act includes the permanent reauthorization of the Indian Health Care Improvement Act; and</p> <p>Whereas, this affords self-insured tribes to authorize billing of their insurance; and</p> <p>Whereas, the tribally operated clinics bill the tribal insurance.</p>	
<b>2014-727.m&amp;b</b>	<p>WHEREAS, the Confederated Tribes of the Colville Reservation is a Federally recognized Indian Tribe; and</p> <p>WHEREAS, pursuant to Article II, Section 1 of the Constitution of the Tribe (“Constitution”), the Tribal Council is the governing body of the Tribe; and</p> <p>WHEREAS, Ecotrust Sub-CDE XVII, LLC, a Delaware limited liability company (the “CDE”), received an allocation of new markets tax credits (the “New Markets Tax Credits”) under Section 45D of the Internal Revenue Code of 1986, as amended (the “Code”), and the rules and regulations promulgated thereunder, and implemented by the CDFI Fund, with respect to which USBCDC may due to its investment as described below claim New Markets Tax Credits (collectively, the “NMTC Program”); and</p>	<b>8 FOR (SB, EM, RT, AJ, RG, WN, JF, JS)</b> <b>0 AGAINST</b> <b>1 ABSTAINED (NJ)</b>

	<p>WHEREAS, On or about the date hereof, USBCDC is making made an equity investment in the amount of \$1,638,000 (the "USBCDC Investment") in Twain Investment Fund 20, LLC, a Missouri limited liability company (the "Investment Fund"), and (ii) the Confederated Tribes of the Colville Reservation, a federally recognized, sovereign and self-governing American Indian tribe (in such capacity, the "Leverage Lender") is making a loan to the Investment Fund in the aggregate principal amount of \$3,362,000 (the "Leverage Loan"). Using the proceeds of the USBCDC Investment and the Leverage Loan, the Investment Fund is making an equity investment in the CDE in the amount of \$5,000,000 (the "Equity Investment"). The Equity Investment is being designated as a "qualified equity investment" (as such term is defined in Section 45D of the Code, hereinafter a "QEI"), on account of which the Investment Fund is expected to receive, and USBCDC is expected to receive as the sole member of the Investment Fund 100% of the New Markets Tax Credits generated by such investment in 2014 and for each of the next six (6) years thereafter; and</p> <p>WHEREAS, The Equity Investment is being made with the intention of making one or more investments in a "qualified active low-income community business" (as such term is defined in Section 45D of the Code, hereinafter "QALICBs"), which investments are expected to be "qualified low-income community investments" (as such term is defined in Section 45D of the Code, hereinafter "QLICIs", and each a "QLICI"). The CDE has identified the Colville Tribal Government Building Development LLC ("Borrower") as a QALICB to which its is prepared to make QLICIs; and</p> <p>WHEREAS, A portion of the proceeds of the Equity Investment will be used by the CDE to make loans to Borrower in the aggregate principal amount of \$4,850,000 (the "QLICI Loans"). The QLICI Loans are expected to constitute a QLICI being made to a QALICB under the NMTC Program. The documents evidencing or securing the QLICI Loans, including that certain Loan Agreement by and among Borrower and CDE, dated as of on or about the date hereof (the "CDE Loan Agreement"), are hereinafter collectively referred to as the "CDE Loan Documents"; and</p> <p>WHEREAS, QALICB will use the proceeds of the QLICI Loans to finance the construction of a tribal administration building on tribal lands in Nespelem, Washington, and to reimburse Tribe for previously incurred constructions costs (the "Project"), which area is in a census tract found to be characterized by economic distress and inadequate access to capital. Tribe will use the proceeds of the QLICI Loans to</p>	
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	<p>have a catalytic effect on economic development within the Project area and other low-income communities; and</p> <p>WHEREAS, to facilitate the Leverage Loan, the Colville Business Council must approve the attached Leverage Loan Pledge, Assignment, and Security Agreement which contains provisions regarding arbitration, exhaustion, and waiver of sovereign immunity; and</p> <p>WHEREAS, as a condition of making the USBCDC Investment and to consenting to the CDE making the QLICI Loans to the QALICB, USBCDC has required the Tribe to provide the indemnifications set forth in the attached New Market Tax Credit Indemnification Agreement, which contains provisions regarding arbitration, exhaustion, and waiver of sovereign immunity; and</p> <p>WHEREAS, Twain Investment Fund may wish to dispose of its Interest, including its interest in the government center following the end of the Tax Credit Investment Period, and the Tribe may wish to acquire the interest following the end of the Tax Credit Investment Period, on the terms set forth in the attached Put/Call Agreement which contains provisions regarding arbitration, exhaustion, and waiver of sovereign immunity; and</p> <p>WHEREAS, to facilitate the QLICI Loans, the Colville Business Council must approve the attached Environmental Indemnification, and Repayment and Guaranty Agreement by and between the Tribe and Ecotrust Sub-CDE XVII, which contain provisions regarding arbitration, exhaustion, and waiver of sovereign immunity; and</p> <p>WHEREAS, to facilitate the QLICI Loans, the Colville Business Council must approved the attached Assignment of Construction and Architect Contracts; and</p> <p>WHEREAS, to facilitate repayment of certain costs the Tribe has already incurred in relation to construction of the new government center the Colville Business Council must approve the attached Reimbursement Agreement; and</p> <p>WHEREAS, to facilitate the New Market, Tax Credit transaction the Colville Business Council must approve the attached Revolving Note to the QALICB; and</p> <p>WHEREAS, to ensure that the Tribe is able to occupy the new administrative building the Colville Council must approve the attached Sublease between QALICB and the Tribe, which contains provisions regarding arbitration, exhaustion, and waiver of sovereign immunity; and</p>	
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	<p>WHEREAS, the Colville Business Council desires to authorize, approve, and ratify the QALICB's execution, delivery, and performance of additional New Markets Tax Credit documents and agreements to which the QALICB is expected to execute, deliver, and perform to give effect to this contemplated financing transaction; and</p> <p>WHEREAS, the Management and Budget Committee has reviewed the attached documents and recommends that the Colville Business Council approve them.</p> <p>NOW THEREFORE BE IT RESOLVED, that the Colville Business Council does hereby adopt the recommendation of the Management and Budget Committee.</p> <p>BE IT FURTHER RESOLVED, That Colville Business Council finds that (i) the Recitals in this Resolution are true and correct in all material respects; (ii) the Colville Business Council possesses full power and authority to adopt this Resolution; (iii) all members of the Colville Business Council were duly elected or appointed and (iv) the Colville Business Council's adoption of this Resolution and approval of the documents above are in the best interests of the Tribe and its members, and are consistent with the laws of the Tribe; and</p> <p>BE IT FURTHER RESOLVED, The Colville Business Council hereby authorizes approves, and ratifies to the extent already executed, forms of the following agreements and documents (collectively, the "New Market, Tax Credit Transaction Documents"), and the Tribes' execution, delivery, and performance of such documents, which New Markets Tax Credit Documents are substantially complete and will be executed and delivered at or prior to the closing of the Financing:</p> <ul style="list-style-type: none"> <li>a. Leverage Loan Document</li> <li>b. Leverage Loan Pledge, Assignment and Security Agreement</li> <li>c. Repayment and Completion Guaranty</li> <li>d. QALICB Credit and Indemnity Agreement</li> <li>e. Sublease</li> <li>f. Put Call Option</li> <li>g. Environmental Indemnification</li> </ul>	
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	<p>h. Reimbursement Agreement</p> <p>i. Revolving Note</p> <p>j. Assignment of Contracts; and</p> <p>BE IT FURTHER RESOLVED, Substantially complete forms of the New Markets Tax Credit Documents have been presented to the Colville Business Council for its consideration, and this Resolution hereby authorizes the Chairman or his designee, (collectively, the “Authorized Representatives”) on behalf of Business Council and the Colville Tribe, to:</p> <p>(i) Finalize, execute and deliver the New Markets Tax Credit Documents to which Colville Tribe is a party, with such changes, deletions and insertions as the Chairman or his designee shall approve, and the signature of the Chairman or his designee shall constitute conclusive evidence of such approval; and</p> <p>(ii) Execute and deliver such other agreements, documents, certificates, orders, requests and instruments as may be required by the New Markets Tax Credit documents or, in connection therewith; and</p> <p>(iii) Take such other actions, including any filings with federal, state or tribal governmental authorities in connection with the transactions and documents herein approved as may be necessary or desirable; and</p> <p>BE IT FURTHER RESOLVED, The New Markets Tax Credit Documents include certain provisions related to the Tribe's (i) waivers of sovereign immunity, (ii) waivers of rights to have disputes heard first before a Tribal court or other Tribal tribunal, (iii) consents to arbitration or other forums for resolution of such disputes and proceedings for the enforcement of remedies, and (iv) consents to the application of the laws of the State of Washington or the State of Missouri (collectively, the “Dispute Resolution Provisions”). The Dispute Resolution Provisions are hereby expressly, unconditionally and irrevocably approved on behalf of the Colville Tribe. Each of the Dispute Resolution Provisions are deemed incorporated by reference into this Resolution as though set forth at length herein, and are hereby expressly, unconditionally and irrevocably made directly in this Resolution by the Tribe for the benefit of each of the parties benefited thereby independently of the New Market Tax Credit Documents, and the Colville Tribe hereby specifically undertakes that it will not assert that it has the authority to amend, repeal, modify or otherwise impair the Dispute Resolution Provisions. These Dispute</p>	
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	<p>Resolution Provisions shall have a preemptive and governing effect over any inconsistent or conflicting resolutions, orders, code, ordinance, statute, rule, or regulation of the Colville Tribe or the Colville Business Council; and</p> <p>BE IT FURTHER RESOLVED, the Colville Business Council hereby authorizes, approves, and ratifies the QALICB's execution, delivery, and performance of additional New Markets Tax Credit documents and agreements to which the QALICB is expected to execute, deliver, and perform to give effect to this contemplated financing transaction; and</p> <p>BE IT FINALLY RESOLVED, The Colville Business Council hereby authorizes the Chairman of the Colville Business Council or his designee to sign any additional documents required for closing of the New Market Tax Credit Transactions including any amended or revised versions of the attached documents, or any flow of funds memorandum, so long as such documents do not materially alter the business or legal terms in the documents approved in accordance with this Resolution.</p>	
<b>2014-728.m&amp;b</b>	<p>WHEREAS, the Confederated Tribes of the Colville Reservation (the "Tribes") is a federally recognized Indian tribe organized pursuant, and established pursuant to a Constitution and By-Laws adopted by the members of the Tribes on February 26, 1938, and approved by the Commissioner of Indian Affairs on April 19, 1938 (as amended to date, the "Constitution"); and</p> <p>WHEREAS, Article II of the Constitution provides that the Tribes shall be governed by the Colville Business Council (the "Colville Business Council"); and</p> <p>WHEREAS, the Colville Business Council possesses constitutional authority to approve the Tribes entering into contracts, which power the Colville Business Council has continuously and openly exercised since on or about the date of the effectiveness of the Constitution; and</p> <p>WHEREAS, the Tribes desire to (i) construct a new administration building in Nespelem, Washington, within the reservation boundary (the "Project"), (ii) make loans or capital contributions to the Colville Tribal Government Building Development LLC for the purpose of funding costs associated with the Project (the "QALICB Transactions"), and (iii) enter into certain New Markets Tax Credit transactions in connection with the Project (the "NMTC Transactions"; together with the Project and the QALICB Transactions, the "Project Transactions").</p> <p>WHEREAS, the Colville Business Council desires to enter</p>	<p><b>8 FOR (SB, EM, RT, AJ, RG, WN, JF, JS)</b></p> <p><b>1 AGAINST (NJ)</b></p> <p><b>0 ABSTAINED</b></p>



	<p>into a financing arrangement with KeyBank National Association (the “Lender”) in an amount of up to \$40,000,000 (the “Financing”) to fund the Project Transactions, including the costs and expenses, including legal fees, related to the Financing and authorize the Tribes to enter into the Transaction Documents (defined below).</p> <p>WHEREAS, it is the recommendation of the Management &amp; Budget Committee that the Colville Business Council approve such documents as the Tribes determine necessary and appropriate to obtain the Financing, including the execution of documentation that grants a limited waiver of sovereign immunity, provides for dispute resolution procedures, and grants a security interest in certain securities accounts owned by the Tribes to secure the Financing.</p> <p>WHEREAS, it is the recommendation of the Management &amp; Budget Committee that the Colville Business Council approve and authorize the execution and delivery of the Transaction Documents pursuant to which the Tribes will make certain representations and warranties, agree to certain limited covenants, and agree to a limited waiver of sovereign immunity and specified dispute resolution provisions in favor of the Lender.</p> <p>BE IT FURTHER RESOLVED, that we, the Colville Business Council, acting for and on behalf of the Tribes, hereby ratifies any and all prior actions heretofore or hereafter taken by any officer or officers of the Tribes in connection with the Financing and the matters described in this resolution be, and hereby are, ratified, confirmed, approved and authorized in all respects as the acts and deeds of the Tribes as fully as if each such action had been presented to and approved by the Colville Business Council prior to being taken.</p> <p>BE IT FURTHER RESOLVED, that we, the Colville Business Council, acting for and on behalf of the Tribes, hereby approves the Financing in an aggregate principal amount not to exceed \$40,000,000. The Colville Business Council hereby approves the form of each of the following documents (collectively, the “Transaction Documents”)</p> <ul style="list-style-type: none"> <li>(a) The Credit and Security Agreement between the Tribes and the Lender (the “Credit Agreement”)</li> <li>(b) The Promissory Note of the Tribes in favor of the Lender;</li> <li>(c) The Non-Impairment Agreement;</li> <li>(d) the Control Agreement and Acknowledgement of Pledge and Security Agreement among KeyBank National Association, as custodian, and the Tribes in favor of the Lender; and</li> <li>(e) The Agency/Custody – Pledge Conflict Waiver in</li> </ul>	
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	<p>favor of the Lender;</p> <p>in each case in the form presented to the Colville Business Council, and with such changes as may be approved by the Chairman, the Comptroller or the Chairman of the Management &amp; Budget Committee (each, an “Authorized Officer”). The Colville Business Council hereby further authorizes and directs the conversion of the Credit Agreement and each other Transaction Document into the final form thereof, together with such changes or modifications as deemed necessary or desirable by an Authorized Officer upon the recommendation of legal counsel. The Authorized Officers, acting alone or together, are hereby authorized and directed to execute the final form of Credit Agreement and each other Transaction Document in the name and on behalf of the Tribes, and such signature shall be conclusive evidence of the approval of the Colville Business Council hereunder.</p> <p>BE IT FURTHER RESOLVED, that we, the Colville Business Council, acting for and on behalf of the Tribes, further authorize each of the Authorized Officers, acting alone or together, to execute such other documents contemplated under any Transaction Document, including a Flow of Funds Memorandum in favor of the Lender, borrowing requests, notices of conversion and compliance certificates from time to time in the forms attached to the Credit Agreement, and such other documents as he or she determines necessary and appropriate in connection with the Financing.</p> <p>BE IT FURTHER RESOLVED, that we, the Colville Business Council, acting for and on behalf of the Tribes, do further specifically approve the limited waivers of sovereign immunity of the Tribes, the waiver of exhaustion of tribal remedies, and the agreement to arbitration, in each case described therein as irrevocable, in favor of the Lender contained in the Transaction Documents.</p> <p>BE IT FURTHER RESOLVED, that we, the Colville Business Council, acting for and on behalf of the Tribes, do further specifically approve and determine, for the sole purpose of the Financing and for the transactions contemplated in each Transaction Document, each of the following (collectively, the “Arbitration Provisions”):</p> <p>(a) The Transaction Documents contain provisions requiring the Tribes and the other parties thereto, if elected by any party thereto, to submit to binding arbitration for resolution and final determination of certain claims (each, a “Claim”), and such provisions shall be and hereby are valid, irrevocable and enforceable.</p>	
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	<p>(b) If any action or proceeding is commenced in any court or dispute resolution forum of the Tribes (a “Tribal Court”) with respect to any Claim, and any party thereto elects to submit the Claim to binding arbitration in accordance with the terms of the Transaction Documents, then it is the intent of the Colville Business Council that, notwithstanding any provision of any code, ordinance, rule, regulation, statute or other law of the Tribes, (i) all matters governed by the arbitration and dispute resolution provisions contained in the Transaction Documents shall be honored in strict accordance with their terms, (ii) the agreements to arbitrate set forth in the Transaction Documents shall be enforceable in the Tribal Court and such other courts as are contemplated therein, and (iii) without limiting the generality of the other provisions hereof, all such matters are specifically excluded from the application of any contradictory or inconsistent provisions of the Law and Order Code (including Section 1-1-71, 2-2-102, and Section 7-1-30 thereof).</p> <p>(c) Any party may make application to a Tribal Court for an order confirming an arbitration award with respect to a Claim (an “Arbitration Award”), and it is the intent of the Colville Business Council, and the Colville Business Council hereby provides in accordance with Section 2-2-201 of the Law and Order Code, that each Arbitration Award is intended to be confirmed and reduced to a judgment by the Tribal Court strictly as provided by the arbitrators and shall be enforceable in the Tribal Court and such other courts as are provided in the arbitration and dispute resolution provisions of the Transaction Documents.</p> <p>BE IT FURTHER RESOLVED, the Authorized Officers, acting alone or together, are hereby authorized and directed to execute and deliver, and to attest to the final forms of the documents referenced in this Resolution when the same have been prepared for and in the name of the Tribes, and such execution and delivery shall be deemed as conclusive evidence of the approval thereof. The Colville Business Council and any and all other officers of the Tribes are hereby authorized and directed, on behalf of the Tribes, to do any and all things and to take any and all actions, including execution and delivery of the agreements described in this Resolution, assignments, certificates, requisitions, notices, consents, instruments of conveyance, warrants, and other documents which any of such officers may deem necessary or advisable in connection with the execution and delivery of the Credit Agreement and each other Transaction Document.</p>	
<b>2014-729.m&amp;b</b>	WHEREAS, the Confederated Tribes of the Colville Reservation is a federally recognized Indian Tribe; and	<p><b>9 FOR (SB, EM, RT, NJ, AJ, RG, WN, JF, JS)</b></p> <p><b>0 AGAINST</b></p>

	<p>WHEREAS, pursuant to Article II, Section 1 of the Constitution of the Tribe (“Constitution”), the Tribal Council is the governing body of the Tribe; and</p> <p>WHEREAS, the Tribe wishes to finance development of its new government center through use of the New Market Tax Credit Program; and</p> <p>WHEREAS, financing through use of the New Markets Tax Credit Program requires the formation of certain taxable structures; and</p> <p>WHEREAS, for purposes of financing the new government Center, two state law entities have been formed; (i) the Colville Tribal Government Building Development LLC which is a Limited Liability Company formed under the laws of the State of Washington, and (ii) the Colville Tribal Government Building Investment, Inc. a corporation formed under the laws of the State of Washington; and</p> <p>WHEREAS, the Tribe currently holds a 95% interest in the Colville Tribal Government Building Development LLC; and</p> <p>WHEREAS, for purposes of New Markets Tax Credit financing, the financing entities have required that the Tribe transfer its 95% interest to a tribally formed corporation; and</p> <p>WHEREAS, it is the recommendation of the Management and Budget Committee that in accordance with the attached Articles of Incorporation the Tribe hereby ratifies formation of the CTC Government Center Corporation which is a corporation formed under Title 7-1 of the Tribal Code,</p> <p>WHEREAS, it is the recommendation of the Management and Budget Committee that the Tribe appoint Cody Desautel, Craig Moen, and Patrick Tonasket as the Board of Directors of the CTC Government Center Corporation; and</p> <p>WHEREAS, it is the recommendation of the Management and Budget Committee to authorize the Board of Directors to finalize and execute any documents necessary for purposes of New Markets Tax Credit transactions unless explicitly prohibited from doing so by any applicable organizational documents; and</p> <p>WHEREAS, it is the recommendation of the Management and Budget Committee to authorize the Chairman of the Colville Tribe to finalize, execute, and deliver, any organizational documents of the CTC Government Center Corporation; as necessary to facilitate the contemplated New Market Tax Credit financing of the new government center,</p>	0 ABSTAINED
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	<p>including any non-material corrections to the attached documents; and</p> <p>WHEREAS, it is the recommendation of the Management and Budget Committee to authorize, approve, and ratify the QALICB's execution, delivery, and performance of additional New Markets Tax Credit documents and agreements which the QALICB is expected to execute, deliver, and perform to give effect to this contemplated financing transaction; and</p> <p>WHEREAS, it is the recommendation of the Management and Budget committee to assign its 95% interest in the Colville Tribal Government Building Development LLC to CTC Government Center Corporation.</p>	
<b>2014-730.m&amp;b</b>	To approve the attached Short Form Evaluation, Payroll Information Change Sheet and add an additional year to contract for Mr. Francis W. Somday, Executive Director. Chairman or designee authorized to sign all pertinent documents.	<p><b>7 FOR (SB, EM, RT, AJ, RG, WN, JF)</b></p> <p><b>1 AGAINST (NJ)</b></p> <p><b>1 ABSTAINED (JS)</b></p>
<b>2014-731.m&amp;b</b>	To approve a second partial stumpage payment to the United States Forest Service for the Mutton Timber Sale Contract #300801 in the amount of \$98,525.21, \$58,045.88 to come from revenue account 629. Revenues in this account were derived from stumpage payments due to CTEC from Zosel Mill and lease payments from Omak Wood Products for the use of CTEC equipment. \$40,479.32 to come from the General Fund in consideration for all rolling stock and real property assets currently owned by CTEC. Chairman or designee to sign all pertinent documents.	<p><b>9 FOR (SB, EM, RT, NJ, AJ, RG, WN, JF, JS)</b></p> <p><b>0 AGAINST</b></p> <p><b>0 ABSTAINED</b></p>
<b>2014-732.m&amp;b/cul</b>	To allocate funding beginning in FY 2016 not to exceed \$200,000.00 annually from the Gebbers Farms SW Plateau Cherry/Apple crop lease agreement to fund Fort Okanogan Interpretive Center operations for the length of the crop agreement. These leases are under land use application #14.197 for 101-T5764, 101-T5539, 101-T1218, Por. 101-T5764, 101-T4381, 101-T5325, 101-1044, 101-T1045, 101-T689, 101-T1123, 101-T1124, 101-T4048, 101-T1144, and 101-T1145. Fort Okanogan Interpretive Center has an established relationship with Gebbers Farms.	<p><b>8 FOR (SB, EM, RT, AJ, RG, WN, JF, JS)</b></p> <p><b>0 AGAINST</b></p> <p><b>1 ABSTAINED</b></p>
<b>2014-733.m&amp;b/l&amp;j</b>	To approve FY 2015 Contract Underhill, Boise Parker Law Corporation, funds are included in the Outside Litigation/ORR FY 2015 Budget. Chair or designee to sign all pertinent documents.	<p><b>9 FOR (SB, EM, RT, NJ, AJ, RG, WN, JF, JS)</b></p> <p><b>0 AGAINST</b></p> <p><b>0 ABSTAINED</b></p>
<b>2014-734.m&amp;b/e&amp;e</b>	To approve the change in methods of paying unemployment insurance costs from a Tax rate to a reimbursable as this is in the best interest of the organization. Whereas, the Education & Employment and Management & Budget Committees have considered the Reimbursable method of paying Unemployment Insurance for Tribal Employees. The Comptroller or designee shall charge departments the current rate (4.05% of taxable wages) to be placed in a reserve fund	<p><b>9 FOR (SB, EM, RT, NJ, AJ, RG, WN, JF, JS)</b></p> <p><b>0 AGAINST</b></p> <p><b>0 ABSTAINED</b></p>

	established solely for the purpose of paying unemployment claims. Said rate may be adjusted at the discretion of the Comptroller or designee. Chairman or designee authorized to sign all pertinent documents.	
<b>2014-735.nrc</b>	To approve the request for permission to apply for the Department of Ecology Grant Application Mission Falls in the amount of \$185,355 and authorize the Chairman or his/her designee to sign all pertinent documents. Attached is Grant Application. No Tribal dollars associated.	<b>9 FOR (SB, EM, RT, NJ, AJ, RG, WN, JF, JS)</b> <b>0 AGAINST</b> <b>0 ABSTAINED</b>
<b>2014-736.nrc</b>	To approve the request for permission to apply for the Department of Ecology Grant Application Water Quality Algae in the amount of \$30,000 and authorize the Chairman or his/her designee to sign all pertinent documents. Attached is Grant Application. No Tribal dollars associated.	<b>9 FOR (SB, EM, RT, NJ, AJ, RG, WN, JF, JS)</b> <b>0 AGAINST</b> <b>0 ABSTAINED</b>
<b>2014-737.nrc</b>	To approve the request for permission to apply for the Department of Ecology Grant Application Water Quality Invasive Plants in the amount of \$30,000 and authorize the Chairman or his/her designee to sign all pertinent documents. Attached is Grant Application. No Tribal dollars associated.	<b>9 FOR (SB, EM, RT, NJ, AJ, RG, WN, JF, JS)</b> <b>0 AGAINST</b> <b>0 ABSTAINED</b>
<b>2014-738.nrc</b>	To approve MOU 321515-310014-317014 with Battelle Memorial in the amount of \$1,200,000.00 and the dates are from August 31, 2014 to December 31, 2017 and the Chairman or his/her designee authorized to sign all pertinent documents. Attach is the MOU and SOW. No Tribal dollars associated.	<b>9 FOR (SB, EM, RT, NJ, AJ, RG, WN, JF, JS)</b> <b>0 AGAINST</b> <b>0 ABSTAINED</b>
<b>2014-739.nrc</b>	To approve change order #1 for sub contract 316614 Cates & Erb in the amount of \$25,387.01 and bringing total sub contract value to \$150,387.01 and the dates remain the same, and the chairman or his/her designee is authorized to sign all pertinent documents. Attached is the change order #1. No Tribal dollars associated.	<b>5 FOR (SB, RT, RG, JF, JS)</b> <b>4 AGAINST (EM, NJ, AJ, WN)</b> <b>0 ABSTAINED</b>
<b>2014-740.nrc</b>	To move forward with the Fish and Wildlife Program's plan to reintroduce a viable population of Pronghorn Antelope to the southwest corner of the Colville Indian Reservation. Future management goals would include an added opportunity for subsistence by the Tribal Membership. The Chair or designee is authorized to sign all pertinent documents.	<b>9 FOR (SB, EM, RT, NJ, AJ, RG, WN, JF, JS)</b> <b>0 AGAINST</b> <b>0 ABSTAINED</b>
<b>2014-741.nrc</b>	To continue to support the Fire Prevention Program at Mount Tolman Fire Center to prevent human caused wild fires on the Colville Indian Reservation. Chairman or designee are authorized to sign all pertinent documents.	<b>9 FOR (SB, EM, RT, NJ, AJ, RG, WN, JF, JS)</b> <b>0 AGAINST</b> <b>0 ABSTAINED</b>
<b>2014-742.nrc</b>	To approve "Monte Vance" non-member, for grazing privileges on Range Unit 52, for the 5 year grazing permit cycle (2013 to 2017 grazing seasons). The grazing fees (\$10.00/AUM – Tribal, \$10.00/AUM – Allotment) are established with resolution 2012-40. The permittee shall remain in compliance with the Best Management Practices (BMP's) set forth by the Range Program for the duration of the 5-year grazing permit cycle. Failure to adhere to the BMP's may subject permit cancellation. Chair or designee is	<b>9 FOR (SB, EM, RT, NJ, AJ, RG, WN, JF, JS)</b> <b>0 AGAINST</b> <b>0 ABSTAINED</b>

	authorized to sign all pertinent documents.	
<b>2014-743.nrc</b>	<p>To transfer the following property from Colville Tribal Credit Corporation to the Confederated Tribes of the Colville Reservation: 101 109-A. That part of the southeast quarter of the southeast quarter of the southeast quarter of Section 24, Township 32 north, Range 30 east, Willamette Meridian, Okanogan County, Washington, described as: Commencing at the section corner common to Sections 24, 25, and 30, thence north 00 degrees 07'59" west, 350.54 feet to the closing corner common to Sections 19, 30, and 24; thence north 00 degrees 03'31" east, 86.13 feet; thence north 89 degrees 57'51" west, 257.54 feet; thence south a distance of 410.61 feet to a point of the northerly right of way line of Okanogan County Road No. 3683; thence south 87 degrees 47'42" east, 157.71 feet, thence south 09 degrees 57'10" west, 20.00 feet to a point on the south boundary line of Section 24; thence south 89 degrees 55'30" east, on the said boundary line 104.13 feet to the point of beginning, Containing 2.50-acres, more or less. The Real Property or its address is commonly known as 7 North Star Road, Nespelem, WA 99155. Valued at \$74,000.00. The Chairman or designee is authorized to sign all pertinent documents.</p>	<p><b>9 FOR (SB, EM, RT, NJ, AJ, RG, WN, JF, JS)</b></p> <p><b>0 AGAINST</b></p> <p><b>0 ABSTAINED</b></p>
<b>2014-744.nrc</b>	<p>To accept Tom Poole Agricultural extension on Colville Tract Nos. 101-T5764 (por), or additional 1 year, described as:</p> <p>101-T5764 (por): the E½SE¼ (80.00) in Section 35, Township 31 North, Range 26 East, and the E½SW¼ (80.00), W½W½SE¼ (40.00) in Section 2, Township 30 North, Range 26 East, and the W½W½W½SW¼ (20.00), SE¼SW¼ (40.00), E½W½E½SW¼ (20.00) in Section 35, and the E½W½SW¼ (40.00), E½SW¼ (80.00) of Section 19, Township 31 North, Range 27 East, Willamette Meridian, containing 400.00 acres, more or less.</p> <p>TERMS: 01/01/2015 to 12/31/2015  COMPENSATION: 1/3 crop share  BOND: Required (Equivalent to one year rent)  ADMIN FEE: \$45.00</p> <p>Entire term of lease will be subject to Fair Market Rental value. Lease subject to conditions cited in IRMP Coordinator's review. Chairman or designee has authority to sign all pertinent documents.</p>	<p><b>9 FOR (SB, EM, RT, NJ, AJ, RG, WN, JF, JS)</b></p> <p><b>0 AGAINST</b></p> <p><b>0 ABSTAINED</b></p>
<b>2014-745.nrc</b>	<p>To accept Tom Poole Agricultural extension on Colville Tract Nos. 101-T5764 (por), for additional 1 year, described as:</p> <p>101-T5764 (por): The E½SE¼ (80.00) in Section 35, Township 31 North, Range 26 East, and the E½SW¼ (80.00), W½W½SE¼ (40.00) in Section 2, Township 30 North, Range 26 East, and the W½W½W½SW¼ (20.00),</p>	<p><b>8 FOR (SB, EM, RT, AJ, RG, WN, JF, JS)</b></p> <p><b>0 AGAINST</b></p> <p><b>0 ABSTAINED</b></p> <p><b>*Out of the Room (NJ)</b></p>



	<p>SE<math>\frac{1}{4}</math>SW<math>\frac{1}{4}</math> (40.00), E<math>\frac{1}{2}</math>W<math>\frac{1}{2}</math>E<math>\frac{1}{2}</math>SW<math>\frac{1}{4}</math> (20.00) in Section 35, and the E<math>\frac{1}{2}</math>W<math>\frac{1}{2}</math>SW<math>\frac{1}{4}</math> (40.00), E<math>\frac{1}{2}</math>SW<math>\frac{1}{4}</math> (80.00) of Section 19, Township 31 North, Range 27 East, Willamette Meridian, containing 400.00 acres, more or less.</p> <p>TERMS: 01/01/2015 TO 12/31/2015  COMPENSATION: 1/3 crop share  BOND: Required (Equivalent to one year rent)  ADMIN FEE: \$45.00</p> <p>Entire term of lease will be subject to Fair Market Rental value. Lease subject to conditions cited in IRMP Coordinator's review. Chairman or designee has authority to sign all pertinent documents.</p>	
<b>2014-746.nrc</b>	<p>To approve and accept Randy Laramie lease application for a Home Site Lease for Colville Tribal Tract No. 101-T4307 (por) described as:</p> <p>A PARCEL OF LAND SITUATED WITHIN THE SSW, SECTION 36, TOWNSHIP 30 NORTH, RANGE 30 EAST, WILLAMETTE MERIDIAN, OKANOGAN COUNTY, WASHINGTON MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 30 NORTH, RANGE 30 EAST, WILLAMETTE MERIDIAN; THENCE S.90°00'00"W., 39.62 FEET; THENCE N.00°00'04"W., 390.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE S.90°00'00"W., 659.96 FEET; THENCE N.00°00'05"W., 330.00 FEET; THENCE N.89°59'09"E., 659.93 FEET; THENCE S.00°00'04"W., 330.00 FEET TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES, MORE OR LESS.</p> <p>TERM: 25 + 25 years, from December 1, 2014 to November 30, 2064  Compensation: \$250.00 per annum, subject to Fair Market Rental Value  Bond: \$250.00 (Equivalent to one year rent)  Lease Fee: \$15.00 (One-time fee)</p> <ol style="list-style-type: none"> <li>1. The applicant must install and maintain a fence on his 5 acres since his home site is within Range unit 39 which is active from May 1 to November 30 of each year.</li> <li>2. The applicant will be required to complete the land use and development permit process prior to any ground disturbing activities. The small creek or wetland areas in the vicinity will need to be protected.</li> </ol> <p>Lease subject to conditions cited in IRMP Coordinators review. Chairman or designee has authority to sign all pertinent documents.</p>	<p><b>9 FOR (SB, EM, RT, NJ, AJ, RG, WN, JF, JS)</b></p> <p><b>0 AGAINST</b></p> <p><b>0 ABSTAINED</b></p>
<b>2014-747.nrc</b>	<p>To approve the MOU between the Confederated Tribes of the Colville Reservation and the Colville Reservation</p>	<p><b>9 FOR (SB, EM, RT, NJ, AJ, RG, WN, JF, JS)</b></p> <p><b>0 AGAINST</b></p>



	<p>Conservation District for development of an agriculture program that will identify and work toward utilization of the Tribes agricultural resources. Year one deliverables will include development of a Geodatabase that identifies available acreage, potential crops, and irrigation potential. This database will be maintained to track lease terms, expiration dates, crops, and water usage for use in establishing Tribal water rights. Training will also be provided to the membership interested in becoming a producer.</p> <p>THEREFORE, BE IT RESOLVED, that the Chairman or his Designee is authorized to sign any related documents.</p>	<p><b>0 ABSTAINED</b></p>
<b>2014-748.nrc</b>	<p>To approve the relocation of County Road OCR 3058, Snyder Flats Cutoff Road. The new construction will follow the property line to the east, and the former portion will be abandon (see attached map). Relocation of the road will improve access and safety, while allowing for use of the remaining 20 acres of Tribal property to the west.</p> <p>THEREFORE, BE IT RESOLVED, that the Chairman or his Designee is authorized to sign any related documents.</p>	<p><b>9 FOR (SB, EM, RT, NJ, AJ, RG, WN, JF, JS)</b></p> <p><b>0 AGAINST</b></p> <p><b>0 ABSTAINED</b></p>
<b>2014-749.nrc</b>	<p>To extend the current Forest Management Plan and IRMP until which time the current plan is revised and approved. The Colville Tribe's Integrated Resource Management Plan (IRMP) is due to expire December 31, 2014. The Forest Management Plan the Branch of Forestry is currently operating under is incorporated into this IRMP. In accordance with 53 IAM 2-H, to continue Forest Management under the current Integrated Resource Management Plan while the current plan is being revised an extension is needed. This revision of the current plan is expected to be completed by December of 2015.</p> <p>Chairperson or designee has the authority to sign all pertinent documents.</p>	<p><b>9 FOR (SB, EM, RT, NJ, AJ, RG, WN, JF, JS)</b></p> <p><b>0 AGAINST</b></p> <p><b>0 ABSTAINED</b></p>
<b>2014-750.nrc</b>	<p>To authorize Ziontz Chestnut to seek intervention status in the matter of Wild Fish Conservancy v. Irving regarding the Leavenworth Hatchery, on behalf of the Confederated Tribes of the Colville Reservation.</p>	<p><b>9 FOR (SB, EM, RT, NJ, AJ, RG, WN, JF, JS)</b></p> <p><b>0 AGAINST</b></p> <p><b>0 ABSTAINED</b></p>
<b>Tabled 2014-751.nrc</b>	<p>To approve the consulting contract with Spusmen Wilder in the amount of \$100,000.00. Work under this contract will support the Anchor Forest project by coordinating with the Forest Service, State DNR, Private Industry, and University of Washington. A long term management plan will be developed to address forest health and wildfire concerns, while supporting the local economy, logging and milling infrastructure, and forest resilience. Funding for project has been provided by BIA. Chairman or designee to sign all pertinent documents.</p>	
<b>2014-752.l&amp;j</b>	<p>To approve FY 2015 Contract for Juliana C. Repp, funds are included in the Outside Litigation/ORR FY 2015 Budget.</p>	<p><b>9 FOR (SB, EM, RT, NJ, AJ, RG, WN, JF, JS)</b></p> <p><b>0 AGAINST</b></p>

	Chair or designee to sign all pertinent documents.	<b>0 ABSTAINED</b>
<b>2014-753.hhs</b>	<p>To approve the attached letter to Portland Area IHS Director Dean Seyler to Extend Revocable License PO-09-01 for Buildings 00021 and 00022 to house our Tribal Health Programs due to the Administration Building Fire. Chairman or designee to sign all pertinent documents; and</p> <p>WHEREAS, the Tribe entered into Revocable License PO-09-01 a year ago with Indian Health Service to house various Tribal Health programs with an expiration date of September 30, 2014, and Director Seyler sent a letter to the Tribe received September 22, 2014 requesting a response from the Tribe pertaining to an extension of the Revocable License; and</p> <p>WHEREAS, Director Seyler has requested the Tribe to indicate their intentions regarding transfer of building ownership from the federal government to the Tribe and that although the Tribe is interested in ownership, a Deep Look Survey regarding conditions of the facilities needs to occur prior to any transfer of ownership and Indian Health Service will conduct the Deep Look Survey and any other necessary inspections/analysis before expiration of this extension.</p>	<p><b>9 FOR (SB, EM, RT, NJ, AJ, RG, WN, JF, JS)</b></p> <p><b>0 AGAINST</b></p> <p><b>0 ABSTAINED</b></p>