



COLVILLE CONFEDERATED TRIBES COLVILLE BUSINESS COUNCIL



Special Session June 6th, 2024 Resolution Index

Condensed by, Tabitha Parr, Executive Office Assistant

Present: Jarred-Michael Erickson, Karen Condon, Cindy Marchand, Patrick Tonasket, Dustin Best, Shar Zacherle, Roger Finley, Andy Joseph Jr., Joseph Somday, Alison Boyd-Ball, Debra Wulff

Delegation/Leave: Norma Sanchez, Mel Tonasket, Steve Carson

Resolution No.	Condensed Recommendation Information	Colville Business Council Vote Tally
<i>2024-433.hhs</i> <i>10-Signature</i> FAILED	Health & Human Services Committee to attest compliance with Section 6032 of the Federal Deficit Reduction Act. The Tribes have established written policies regarding the False Claims Act (FCA), including reference to the Washington State FCA. The policies detail procedures for handling potential FCA violations and provisions to ensure the protection of whistleblowers with required training for all Health Care Component personnel. The Healthcare Compliance Manager and Chairperson will sign all WA-HCA FCA Attestation forms on annual basis.	9 FOR (JE, CM, PT, DB, SC, RF, DW JS, SZ) 5 AGAINST (AB, NS, AJ, MT, KC) 0 ABSTAINED Rationale: Timeline: Due 05/15/2024.
<i>2024-434.nrc.m&b</i> <i>10-Signature</i>	Natural Resources and Management & Budget Committees to approve Grant County Port District #7 purchase and sales agreement for the Banks Lake Golf Course Property in the amount of \$1,200,000.00 plus closing costs of \$5,336.09 grand total of \$1,205,336.09. Chairperson or Designee authorized to sign all pertinent documents.	11 FOR (JS, SZ, MT, AJ, JE, AB, NS, CM, SC, RF, DW) 0 AGAINST 0 ABSTAINED Rationale: Timeline to meet the Purchase and Sales Agreement.
<i>2024-435.l&j</i> <i>10-Signature</i>	Law & Justice Committee to approve the attached letter to the Executive Project Director with British Columbia's Environmental Assessment Office in regard to Colville's inability to consult until capacity funding is provided. The Chairman or his Designee is authorized to sign all pertinent documents without returning to CBC, including future letters which are similar to the attached letter.	10 FOR (SZ, NS, AJ, AB, CM, DW, JE, PT, RF, SC) 0 AGAINST 0 ABSTAINED Rationale: Due May 31st, 2024.
<i>2024-436.tg</i> <i>10-Signature</i>	Tribal Government Committee to publicly support and endorse Dan Newhouse for the US House of Representatives in the Congressional District #4.	12 FOR (AB, JS, KC, MT, NS, RF, DW, DB, JE, PT, SZ, SC) 0 AGAINST

		<p>0 ABSTAINED</p> <p>Rationale: Timelines: Due 05/29/2024.</p>
2024-437.hhs	Health & Human Services Committee to attest compliance with Section 6032 of the Federal Deficit Reduction Act. The Tribes have established written policies regarding the False Claims Act (FCA), including reference to the Washington State FCA. The policies detail procedures for handling potential FCA violations and provisions to ensure the protection of whistleblowers with required training for all Health Care Component personnel. Chairman or Designee to sign all pertinent documents.	<p>10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB)</p> <p>0 AGAINST</p> <p>0 ABSTAINED</p>
2024-438.hhs.m&b	Health & Human Services and Management & Budget Committees to amend the K7344 section 5 agreement with Washington State Health Care Authority to correct the language in section 37. Treat of Assets is replaced in its entirety as follows: Except as otherwise provided in any Statement of Work, title to all assets (Property) purchased or furnished by the HCA for use by the Indian Nation during the Statement of Work term will remain with the HCA. During the term of any Statement of Work, the Indian Nation will protect, maintain and insure all HCA property in the Indian Nation's possession against loss or damage. Chairman or Designee to approve all pertinent documents.	<p>10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB)</p> <p>0 AGAINST</p> <p>0 ABSTAINED</p>
2024-439.hhs.m&b	Health & Human Services and Management & Budget Committees to approve the FY2024 Budget Modification for Amendment 3 Non-recurring Office of Environmental Health & Engineering funds. This amendment increases the following budgets: Tribal Health M&I (6602): \$31,207.14, Environmental Health (6661): \$27,282.00, and Inchelium Health Center (6681): \$80,513.85, for a total increase of \$139,003.00. Chairman or Designee to sign all pertinent documents.	<p>10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB)</p> <p>0 AGAINST</p> <p>0 ABSTAINED</p>
2024-440.hhs.m&b	Health & Human Services and Management & Budget Committees to approve FY24 Budget Modifications CHC Health Programs IHS 638 AFA Contract number 248-96-0001 amendment (1) for Non-Recurring Prior Year (PY) American Rescue Plan Act (ARPA) Funds and Coronavirus Aid, Relief, and Economic Security Act. Cost Funds Budget Breakdown allocations: COVID 19 Health Funds (660520) \$217,142.92, COVID19 EMS (663120) \$184,957.52 and COVID19 LRCHC (668120) \$157,741.56 increasing the contract in the amount of \$559,842.00. Chairman or Designee to sign all pertinent documents.	<p>10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB)</p> <p>0 AGAINST</p> <p>0 ABSTAINED</p>
2024-441.m&b	Management & Budget Committee to purchase a bucket utility truck for IT in the amount of \$170,738.00 from	<p>10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB)</p> <p>0 AGAINST</p>

	Global Rental Co. Inc. Chair or Designee to sign all pertinent documents.	0 ABSTAINED
2024-442.m&b	Management & Budget Committee to designate the following locations for fireworks ignition: Inchelium Round Lake, Keller Boat Ramp, Nespelem Buffalo Lake Boat Ramp, Omak Eastside Park. It is also the recommendation of the Management & Budget Committee to set the sale dates from noon on the 3 rd Friday in June until midnight on the 4 th of July. It is further recommended that the \$5.00 fee pursuant to Tribal Code 3-6-5(b) be waived.	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED
2024-443.m&b	Management & Budget Committee to enter into a Non-Disclosure Agreement with FS Advisors to share information associated with a future project development and financing proposal for consideration prior to July 31, 2024. Chair or Designee authorized to sign all pertinent documents.	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED
2024-444.m&b.e&e	Management & Budget and Education & Employment Committees to accept funds from the Grand Coulee Dam School District for reimbursement of Language Instructor wages for teaching (2) nxa?amxčín College in Classroom courses at Lake Roosevelt High School and for curriculum materials. Chairman or Designee to sign pertinent documents.	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED
2024-445.m&b.hhs	Management & Budget and Health & Human Services Committees to approve amendment K4131-23, to add \$70,000.00 to the Washington State Tribal Prevention System Model (WSTPSM) account to support the Icelandic Model work. Chairman or his Designee to sign all pertinent documents.	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED
2024-446.cdc.m&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")</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>	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED

WHEREAS, the Tribes and KeyBank, National Association ("KeyBank") are each a party to a Credit and Security Agreement dated as of May 1, 2024, pursuant to which KeyBank provided the Tribes up to \$35,500,000.00 of financing subject to a variable interest rate (the "Financing") for the purpose of funding the Tribes' obligations in connection with a new primary and specialty care medicine, dentistry, optometry and vision care, a full-service pharmacy and other healthcare services clinic in Omak, Washington; and

WHEREAS, the Colville Business Council desires to enter into an interest rate "swap" (the "Interest Rate Swap") with KeyBank (in such capacity, the "Swap Counterparty") to manage all or a portion of the risk associated with potential increases in the variable interest rates applicable to the Financing; and

WHEREAS, it is necessary or desirable that the Tribes execute certain agreements or instruments relating to the Interest Rate Swap or agree that certain existing agreements and instruments apply to the Interest Rate Swap, including:

(a) the ISDA 2002 Master Agreement (the "Master Agreement") to be entered into between the Tribes and the Swap Counterparty, or which may be governed by the existing ISDA 2002 Master Agreement dated as of August 31, 2017 between the Tribes and the Swap Counterparty;

(b) the ISDA Schedule to the 2002 Master Agreement (the "Schedule") to be entered into between the Tribes and the Swap Counterparty, or which may be governed by the existing ISDA Schedule to the 2002 Master Agreement dated as of August 31, 2017 between the Tribes and the Swap Counterparty; and

(c) the letter agreement constituting a "Confirmation" as referred to in the Master Agreement (the "Confirmation") to be entered into between the Tribes and the Swap Counterparty; together with such other agreements, documents, instruments or certificates as may be necessary or desirable for the Tribe to execute in connection with the Interest Rate Swap (collectively with the documents described above, the "Swap Documents"); and

WHEREAS, it is the recommendation of the Tribes Community Development and Management & Budget

Committees that the Colville Business Council approve the Swap Documents necessary for the Interest Rate Swap; and

WHEREAS, it is the recommendation of the Tribes Community Development and Management & Budget Committees that the Colville Business Council approve and authorize the execution and delivery of the Swap 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 Swap Counterparty, in substantially the form set forth below.

THEREFORE, BE IT RESOLVED, that we, the Colville Business Council, meeting in a SPECIAL SESSION this 6th day of June, 2024 acting for and on behalf of the Confederated Tribes of the Colville Reservation, Nespelem Washington, do hereby approve the above recommendation of the Community Development And Management & Budget Committee(s).

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 Authorized Officer(s) (as defined below) of the Tribes in connection with the Interest Rate Swap 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 and approved by the Colville Business Council prior to being taken.

BE IT FURTHER RESOLVED, that we, the Colville Business Council, acting for and on behalf of the Tribes, hereby approves the Interest Rate Swap. The Colville Business Council hereby approves the form of each of the Swap Documents, in each case in the form presented to the Colville Business Council, and with such changes as may be approved by the Chairman or Vice-Chairman of the Colville Business Council, the Chief Financial Officer of the Tribes, or the Chairman of the Management & Budget Committee, which changes do not materially alter or affect the Interest Rate Swap or the transactions contemplated thereby, or diminish the "Tribes" rights thereunder, as presented to the Colville Business Council (each, an "Authorized Officer"), and such Authorized Officers are listed on the Incumbency Certificate attached hereto. The Colville Business Council

hereby further authorizes and directs the conversion of each Swap 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 each Swap Document in the name of on behalf of the Tribes, and such signature shall be conclusive evidence of the approval of the Colville Business Council hereunder.

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 Swap Document and such other documents as he or she determines necessary and appropriate in connection with the Interest Rate Swap upon the recommendation of legal counsel and provided such other documents do not materially alter or affect the Interest Rate Swap or the transactions contemplated thereby, or diminish the Tribes' rights thereunder, as presented to the Colville Business Council.

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 in the Swap Documents as irrevocable, in favor of the Swap Counterparty.

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 Interest Rate Swap and for the transactions contemplated in each Swap Document, each of the following (collectively, the "Arbitration Provisions"):

(a) The Swap 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.

(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 Swap 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 Swap Documents shall be honored in strict accordance with their terms, (ii) the agreements to arbitrate set forth in the Swap 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).

(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 Swap Documents.

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 Authorized Officers are hereby further 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 each Swap Document upon the recommendation of legal counsel and provided such other documents do not materially alter or affect the Interest Rate Swap or the transactions contemplated thereby, or diminish

	the Tribes' rights thereunder, as presented to the Colville Business Council.	
2024-447.cdc.m&b	Community Development and Management & Budget Committees to select Stauffer & Associates, PLLC to complete the FY2023 Audit for the Confederated Tribes of the Colville Reservation government. The cost will be \$140,000.00 plus out of pocket costs from the approved budget. Chair or Designee approved to sign all pertinent documents.	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED
2024-448.tg	<p>Tribal Government Committee to amend Tribal Resolution No. 2023-975 to include the following clearance of the Updated Preliminary Title Opinion Objections under the Stewart Title Guaranty Company - Policy No. 2314166 (former Policy No. 1500540) in regards to the Pasco Travel Plaza Property (6.58 acres) consisting of:</p> <p>Item No(s). 5 through 8 of Schedule B, Part I: will be removed prior to final acceptance; however, the Confederated Tribes of the Colville Reservation hereby acknowledges and agrees to be responsible for paying any fees charged for Special Assessments once the land is taken into trust.</p> <p>Item No. 3 of Schedule B, Part II: Reservations and the terms and conditions thereof recorded under Instrument No. 473831 regarding the current ownership of said minerals.</p> <p>The Confederated Tribes of the Colville Reservation hereby understand the limitations on its use of the property and agrees to be bound by these terms and conditions thereof so long as they remain in effect.</p> <p>Item No. 6 of Schedule B, Part II: Survey and the terms and conditions thereof recorded under Instrument No. 1924565.</p> <p>The Confederated Tribes of the Colville Reservation hereby understand the limitations on its use of the property and agrees to be bound by these terms and conditions thereof so long as they remain in effect.</p> <p>Item No. 7 of Schedule B, Part II: Relinquishment of all existing, future or potential easements for access, light, review and air, and all right of ingress and egress and regress to, from and between said premises and the highway(s) to be constructed on lands conveyed by deed.</p> <p>The Confederated Tribes of the Colville Reservation hereby understands the limitations on its use of the property and</p>	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED

	<p>agrees to be bound by these terms and conditions so long as they remain in effect.</p> <p>Chairman or Designee has authority to sign all pertinent documents.</p>	
2024-449.tg	<p>Tribal Government Committee to correct Tribal Member J.A.G's Blood quantum. There is clear and convincing evidence to approve the blood correction, per 8-1-250, for J.A.G. Per Resolution 1970-285, both of J.A.G.'s Paternal Great Grandparents were 4/4 blood quantum. This increases her father, H.B.M.(A) on the 1937 Base Roll from 1/2 to 4/4 and J.A.G. from 1/4 to 1/2. J.A.G. has been notified of the blood correction and is in agreement. In the event the Enrollment Committee does not vote in favor of this recommendation, nothing shall preclude J.A.G. from filing a Petition for Blood Correction in the Colville Tribal Court.</p>	<p>10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB)</p> <p>0 AGAINST</p> <p>0 ABSTAINED</p>
2024-450.tg	<p>Tribal Government Committee to approve the 2024 August Elder Quarterly Stipend, from account PL75747012, in the amount of \$350.00 to each eligible tribal member age 55 and older of the Confederated Tribes of the Colville Reservation. Elder Stipend shall be distributed on or before August 1, 2024. Eligibility for the Elder Stipend shall be: age 55, enrolled and living as of midnight of July 12th, 2024. The following shall not apply to the 2024 August Elder Stipend: Debt Set-Off Ordinance and Retro Active Payments. Department hold list is due by July 8th, 2024. The following department holds shall be approved for deposit into the tribal members IIM account:</p> <ol style="list-style-type: none"> 1. Social Services (Regular) - Court Order/Voluntary consent for adults. 2. Enrollment - Deceased Elders/Unclaimed Checks past 90 days. 	<p>10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB)</p> <p>0 AGAINST</p> <p>0 ABSTAINED</p>
2024-451.tg	<p>Tribal Government Committee to approve a \$200.00 Per Capita from account PL7219709 to be distributed on or before July 29th, 2024 to each eligible tribal member of the Confederated Tribes of the Colville Reservation. Eligibility requirements must be enrolled/adopted/living as of July 8th, 2024; the following deadlines shall apply: Official Court Orders for Minors and Adults July 11th, 2024; Emergency Custody Court Orders July 11th, 2024; Department hold list July 8th, 2024. The following shall not apply: Retro-Active Payments. The following departmental holds are approved and shall apply:</p> <ol style="list-style-type: none"> 1. Children & Family Services - Court Orders/Voluntary consent for minors and adults 2. Social Services - Court Orders/Voluntary consent for minors and adults 3. Child Support - Court Orders/Voluntary Consent 	<p>10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB)</p> <p>0 AGAINST</p> <p>0 ABSTAINED</p>

	4. Enrollment Department - Court Orders/Voluntary Consent/Administrative Errors for minors and adults/Emergency Services/Unclaimed checks past 90 days. 5. Tribal Credit - Per Resolution 2018-726	
2024-452.tg.nrc	Tribal Government and Natural Resources Committees to rescind Resolution 2023-752. Based on new information regarding the proposed reintroduction project in Colorado, and that we have now learned that the State of Colorado has failed to consult with the Southern Ute Tribe, the Confederated Tribes of the Colville Reservation cannot agree to the request made by the State of Colorado to provide wolves for this project at this time. It is further recommended that all Directives regarding the request from the State of Colorado that the Tribes provide wolves, that were passed up to the date of this recommendation be rescinded, including, but not limited to those passed on September 19, 2023 and October 3, 2023.	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED
2024-453.tg.nrc	Tribal Government and Natural Resources Committee to approve the attached letter regarding the Tribes decision not to send wolves to the state of Colorado. Chair is authorized to sign the attached letter. Further, it is authorized to send the signed letter to Jeff Davis, Director of Parks and Wildlife.	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED
2024-454.tg.nrc	Tribal Government and Natural Resources Committee to approve the attached letter to the Columbia River Salmon Reintroduction Initiative (CRSRI) regarding the adult fish study for chinook salmon. Chair or Designee is authorized to sign the letter and is designated as the point of contact.	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED
2024-455.e&e.m&b	Education & Employment and Management & Budget Committees to approve Consolidated Budget for FY 2024-2025 in the amount of \$8,701,795.00. Chairman or Designee to sign all pertinent documents.	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED
2024-456.e&e	Education & Employment Committee to approve the Employment & Training Program Economic Development Grant Policy, to include a partnership with Northwest Native Development Fund (NNDF), the Applicant prioritization matrix, and application timeline and dates.	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED
2024-457.e&e	Education & Employment Committee to approve the Memorandum of Understanding (MOU) between Employment & Training Program and Northwest Native Development Fund (NNDF) as related to the Economic Development Grant. Chair or Designee to sign all pertinent documents.	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED
2024-458.e&e	Education & Employment Committee to amend Resolution 2024-352 and allow PSIS to utilize the Office of Reservation Attorney for legal advice. Chairman or Designee to sign all pertinent documents.	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED

2024-459.e&e	Education & Employment Committee, following the recommendation of the PSIS Assessment Team, that PSIS no longer be on a Corrective Action Plan (CAP). PSIS has made remarkable, consistent progress in meeting the areas of concern identified by the Assessment team in the July 2018, Comprehensive report on the overall effectiveness of the current operations of Paschal Sherman Indian School. It is the additional recommendation of the Education & Employment Committee that 1) the PSIS School Board develop a 5-year Strategic Plan, with a focus on Student Achievement and that 2) all PSIS Board Members attend the Washington State School Directors Association "Board Boot Camp." Chairman or Designee to sign all pertinent documents.	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED
2024-460.nrc	<p>Natural Resources Committee to approve Ms. Kara Finley, Colville Tribal Member, Home Site lease on Tribal Tract No. 101-T4314 (por). The location of the proposed home site and right of way for access for ingress/egress in 2.50 acres miles east of Short Cut Road and located on Bridge Creek Road in the Inchelium District. Approval of this lease does not constitute approval to build. All construction activities, including road building or maintenance, must be in compliance with the Colville Tribal Code, including but not limited to Chapters 4-3 and 4-15. The access for the driveway to the homesite is south of Bridge Creek Road, the driveway in an existing dirt road and will be estimated at 420 feet in length and 15 feet wide to the homesite (118 12'W, 48 17'42"N) on the same tribal tract 1010-T4314 (por):</p> <p>101-T4314 (por) SOUTHEAST-QUARTER NORTHEAST-QUARTER NORTHEAST-QUARTER NORTHEAST-QUARTER OF SECTION 12, TOWNSHIP 32 NORTH, RANGE 36 EAST, WILLAMETTE MERIDIAN, FERRY COUNTY, WASHINGTON, CONTAINING 2.50 ACRES, MORE OR LESS.</p> <p>TERMS: 99 YEARS UPON APPROVAL WITH OPTION TO PURCHASE COMPENSATION: \$250.00 ANNUALLY, SUBJECT TO FAIR MARKET VALUE INSURANCE: \$REQUIRED PROCESSING FEE: \$WAIVED-</p> <p>Lease is subject to conditions cited in IRMP Coordinator's review. Chairman or Designee has authority to sign all pertinent documents.</p>	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED
2024-461.nrc	Natural Resources Committee to accept and approve Tracy Bennett's Colville Tribal Member, BID for 24.01 Item # N-1	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB)

	<p>Nespelem District. Ms. Bennett submitted a BID offer of \$80,100.00 for purchase of 101-T435 (por) located in Nespelem, WA, Okanogan County. Described as:</p> <p>Lot 7 (E1/2NE1/4SE1/4SW1/4), OF SECTION 27, TOWNSHIP 30 NORTH, RANGE 31 EAST, WILLAMETTE MERIDIAN, OKANOGAN COUNTY, WASHINGTON, CONTAINING 5.00 ACRES, MORE OR LESS.</p> <p>Term: Sale to Tribal Member "As Is." Compensation: \$80,100.00 minus the bid deposit of \$4,005.00 with a total balance of \$76,095.00 owing to the Confederated Tribes of the Colville Reservation subject to Purchase Sales Agreement. Chairman or Designee has authority to sign all pertinent documents.</p>	<p>0 AGAINST</p> <p>0 ABSTAINED</p>
2024-462.nrc	<p>Natural Resources Committee to accept and approve Michael Marcellay's, Colville Tribal Member, BID for 24.01 Item # O-1 Omak District. Mr. Marcellay submitted a BID offer of \$50,500.00 for purchase of 101-T3242-A located in Brewster, WA, Okanogan County. Described as:</p> <p>Exhibit "A"</p> <p>Term: Sale to Tribal Member "As Is." Compensation: \$50,500.00 minus the bid deposit of \$2,525.00 with a total balance of \$47,975.00 owing to the Confederated Tribes of the Colville Reservation subject to Purchase Sales Agreement. Chairman or Designee has authority to sign all pertinent documents.</p>	<p>10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB)</p> <p>0 AGAINST</p> <p>0 ABSTAINED</p>
2024-463.nrc	<p>Natural Resources Committee to select and implement the Alternative proposed by the 3P (IRMP) team for the Swimptkin Logging Unit. Swimptkin Timber Sale will harvest an estimated 4,998,000 board feet of Ponderosa Pine, 9,304,000 board feet of Douglas-fir/Western Larch, 591,000 board feet of Lodgepole Pine, for a total harvest of 14,893,000 board feet. The stands within the sale area to be cut this entry 1,495 acres of Tribal Trust (1,190 acres of ground based system, and 305 acres of tether assist system). In addition, Forestry will be deducting an estimated \$8.30 per mbf to be paid into the "Special Forestry Projects" account; to implement excavator site preparation (550 acres) by the Forestry Department. Any remaining monies in the Special Forestry Projects funding will be returned back as additional stumpage. Chairperson or his or her Designee may sign all pertinent documents.</p>	<p>10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB)</p> <p>0 AGAINST</p> <p>0 ABSTAINED</p>
2024-464.nrc	<p>Natural Resources Committee to select and implement the Alternative proposed by the 3P (IRMP) team for the Lynx</p>	<p>10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB)</p>

	<p>Mountain Logging Unit. Lynx Mountain Timber Sale will harvest an estimated 900,000 board feet of Ponderosa Pine, 15,149,000 board feet of Douglas-fir/Western Larch, 254,000 board feet of Lodgepole Pine, and 7,110,000 White Fir/Other species for a total harvest of 23,413,000 board feet. The stands within the sale area to be cut this entry 1,729 acres of Tribal Trust (877 acres of ground based system, and 688 acres of tether assist system, and 164 acres of cable-based system). In addition, Forestry will be deducting an estimated \$5.03 per mbf to be paid into the "Special Forestry Projects" account; to implement excavator site preparation (471 acres) by the Forestry Department. Any remaining monies in the Special Forestry Projects funding will be returned back as additional stumpage. Chairperson or his or her Designee may sign all pertinent documents.</p>	<p>0 AGAINST 0 ABSTAINED</p>
<p>2024-465.nrc</p>	<p>Natural Resources Committee to select and implement the Alternative proposed by the 3P (IRMP) team for the Stray Dog Logging Unit. Stray Dog Timber Sale will harvest an estimated 7,587,000 board feet of Ponderosa Pine, 13,466,000 board feet of Douglas-fir/Western Larch, and 240,000 White Fir/Other species for a total harvest of 21,293,000 board feet. The stands within the sale area to be cut this entry 2,090 acres of Tribal Trust (1,576 acres of ground based system, and 385 acres of tether assist system, and 129 acres of cable-based system). In addition, Forestry will be deducting an estimated \$11.92 per mbf to be paid into the "Special Forestry Projects" account; to implement excavator site preparation (1,015 acres) by the Forestry Department. Any remaining monies in the Special Forestry Projects funding will be returned back as additional stumpage. Chairperson or his or her Designee may sign all pertinent documents.</p>	<p>10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED</p>
<p>2024-466.nrc</p>	<p>Natural Resources Committee to select and implement the Alternative proposed by the 3P (IRMP) team for the John Tom Logging Unit. John Tom Timber Sale will encompass the harvest of approximately 5,303,720 board feet of Ponderosa Pine and 11,323,100 board feet of Douglas-fir/Western Larch for a total harvest of 16,626,820 board feet of sawtimber. The forest stands within the sale area to be cut this entry totals approximately 2,025 acres of Tribal Trust (968 acres of tractor skid system, 830 acres of Tether-Assist system, and 227 acres of cable-based skid system). In addition, Forestry will be deducting an estimated \$1.79 per mbf to be paid into the "Special Forestry Projects" account; to implement Excavator Site Preparation contract by the Forestry Department. Any remaining monies in the Special Forestry Projects funding will be returned back as additional</p>	<p>10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED</p>

	stumpage. Chairperson or his or her Designee may sign all pertinent documents.	
2024-467.nrc	Natural Resources Committee to approve the attached memorandum of Agreement between the Colville Tribes, the Sinixt Confederacy, and the Nakusp Community Forest (NACFOR) regarding coordination and cooperation in management of forests in the Nakusp area. Chair or Designee is authorized to sign the MOA.	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED
2024-468.nrc	Natural Resources Committee to approve the attached memorandum of Agreement between the Colville Tribes, the Sinixt Confederacy, and the Arrow Lakes Caribou Society (ALCS) regarding protection and recovery of the caribou in the Sinixt traditional territory. Chair or Designee is authorized to sign the MOA.	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED
2024-469.fish	Fisheries Committee to approve the sub-contract with Biomark, LLC in the amount of \$602,372.00. This work is to provide technical support for PIT tag, PIT tag readers, antennas, antenna tuning boxes, data collection software, preloaded PIT tag system and various accessories. This is funded by PCSRF/WA State, fund number's 459722/459723/726724. The performance dates are from signed by all parties to April 30, 2025. The Chairperson or Designee has authority to sign all pertinent documents.	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED
2024-470.fish	Fisheries Committee to approve the sub-contract with Spokane Roofing Company in the amount of \$257,250.00. This is for the roofing membrane replacement on 3 buildings at Chief Joseph Hatchery. Funding is from BPA, fund number 912524. The performance period is from when signed by all parties to August 31, 2024. The Chairperson or Designee has authority to sign all pertinent documents.	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED
2024-471.fish	Fisheries Committee to approve the modification #2 for Selective Gear Deployment. Funding is from BPA, fund number 312723. This modification adjusts the indirect cost to the new rate of 25.65% and moves the savings of \$17,007.00 from the indirect cost of the fringe line item. The performance period is from June 1, 2023 to May 31, 2024. The Chairperson or Designee has authority to sign all pertinent documents.	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED
2024-472.cul	Culture Committee to recognize History/Archaeology as a Department as opposed to a Program. At the same time, the Program will initiate a search for a Department Director by implementing Sec. 8 of the EPM, Leadership and Management Training (Succession Planning). After a year of mentored training under the Program Director Development Plan, the new Program Director will supplant the Program Manager and lead the Department.	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED
2024-473.cul	Culture Committee to authorize the CCT History/Archaeology Program to contract with Waste	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB)

	Management of Washington, Inc. to undertake a cultural resource survey of site 45DO400 and its vicinity, comprised of 10.7 acres within the Greater Wenatchee Landfill Project, and future contract to provide cultural resource professional and technical services to Waste Management of Washington in relation to the Greater Wenatchee Landfill Project. All contracts will be approved through the Administrative process. No Tribal dollars associated. The Chairman or Designee is authorized to sign all pertinent documents.	0 AGAINST 0 ABSTAINED
2024-474.l&j.m&b	Law & Justice and Management & Budget Committees to approve the Addendum between the Colville Tribal Correctional Facility and DIVCO. This addendum to contract is for reducing contract price from \$77,023.80 to \$45,775.80 for 1 June 2024 - 31 May 2026 for the Corrections Facility. The reason for reduction is the 20 new HVAC and 2 Mini splits will be covered under C24-026 for that time frame. The contract amount will be reduced by \$62,496.00 over next 2 years. The Chairman or Designee shall sign all pertinent documents.	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED
2024-475.l&j.m&b	Law & Justice Committee to approve the amended Confidential Interagency Agreement between the Colville Tribal Police and Colville Tribal Gaming Commission (Surveillance) of the Colville Confederated Tribes, which may be terminated at the request of either party. Chairman or Designee shall have authority to sign any and all pertinent documents.	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED
2024-476.l&j.nrc	<p>Natural Resource and Law & Justice Committees to amend Resolution No. 2022-762 to correct the following legal description regarding the Colville Indian Plywood and Veneer ("CIPV") property which was to request the Secretary of the Interior to take the CIPV in trust for the benefit of the Confederated Tribes of the Colville Reservation, a federally recognized tribe, pursuant to the Act of July 24, 1956 (70 Stat. 626). The need and purpose to advance self-determination for future development such as the Omak Health Clinic, Wellness Center and Early Childhood Center.</p> <p>Parcel A (1910280000) Blocks 28 through 37 inclusive of Swimpkins Addition to Omak as per plat thereof recorded in Volume E of Plats, Page 17, records of the Auditor of Okanogan County, Washington.</p> <p>Parcel B: (2001281300; 2001281100) Lots 11, 12, 13 and 14, Block 128, Government Townsite of Omak, Colville Indian Reservation as per approved Plat recorded in Volume D of Plats, pages 31 & 32 records of the Auditor of Okanogan County, Washington.</p>	10 FOR (PT, AB, DW, CM, KC, JS, AJ, RF, SZ, DB) 0 AGAINST 0 ABSTAINED

Parcel C (2001340101) That portion of Lot 1 of Block 134, and vacated Eighth Avenue of the Plat of Government Townsite of Omak, Colville Indian Reservation, Okanogan County, Washington, lying South of the following described line: Commencing at the centerline intersection of said Eighth Avenue and Jackson Street, a brass cap monument in casing, from which a brass cap monument in casing at the centerline intersection of Eighth Avenue and Dayton Street bears North 89°42'00" West 2279.42 feet; thence South 89°42'00" East along the centerline of said Eighth Avenue to the Easterly right of way of Jackson Street for a distance of 40.00 feet; thence South 00°19'10" West along said Easterly right of way for a distance of 50.87 feet to the TRUE POINT OF BEGINNING; thence leaving said Easterly right of way North 81°59'18" East for a distance of 155.19 feet; thence North 54°10'25" East for a distance of 35.14 feet to the Easterly boundary of said Plat of Townsite of Omak and the Terminus of herein described line.

Parcel D (2001390200; 2001380100; 2001370100) Lots 1 and 2, Block 137; Lots 1 and 2, Block 138; and Lot 2, Block 139; all in Government Townsite of Omak, Colville Indian Reservation as per approved Plat recorded in Volume D of Plats, pages 31 and 32 records of the Auditor of Okanogan County, Washington.

Parcel E: (3326021001; 3326021002) The South half of the Northeast quarter of the Northeast quarter AND the North half of the Southeast quarter of the Northeast quarter of Section 2, Township 33 North, Range 26 E.W.M., Okanogan County, Washington.

Parcel F: (3426350100; 3426350099) The Southeast quarter of the Southeast quarter of Section 35, Township 34 North, Range 26 E.W.M., Okanogan County, Washington. EXCEPT that portion lying North and West of the East right of way line of the County Road running Northeasterly through said Southeast quarter of the Southeast quarter. EXCEPT road as stated in Deed recorded in Volume 136, page 170. EXCEPT that portion conveyed to Okanogan County by Deed recorded under Auditor's File No. 571172 and Volume 180, page 519.

Parcel G: (3426361003; 3426362005) The West half of the West half of the Southeast quarter of the Southeast quarter; AND Government Lot 6; except that portion thereof lying with the Great Northern right of way, in Section 36,

Township 34 North, Range 26 East, W.M., Okanogan County, Washington.

Parcel H: (4550010001; 4550120001) That portion of the West half of the Northeast quarter of Section 36, Township 34 North, Range 26 East, W.M., described as follows: Beginning at the Northwest corner of Lot 7, said point marked by an iron pipe with brass cap, marked U.S. Government M.C. Corner; thence South and East along the bank of Okanogan River a distance of 178.6 feet; thence South 00°06' East a distance of 25.5 feet to a galvanized iron pipe; thence South 00°06' East a distance of 1108.2 feet to a galvanized iron pipe; thence North 89°54' East a distance of 107.1 feet to the West right of way of said County Road; thence South and West along the right of way of said County Road to its intersection with the right of way line of the Great Northern Railroad; thence North 84°40' West, along the said right of way line a distance of 261.0 feet to a galvanized iron pipe; thence North 00°06' West, a distance of 1259.5 feet to an iron pipe with a brass cap, the POINT OF BEGINNING, recorded August 25, 1970, in Book 224, page 584. NOTE: Includes a portion of Lots 1 and 12 Brooks Tracts.

Parcel I: (4550130006; 3426360045; 3326010024) That portion of the Southwest quarter of the Southeast quarter of Section 36, Township 34 North, Range 26 East, Willamette Meridian, Okanogan County, Washington, lying East of the Easterly right of way boundary of Okanogan County Road 3329, Omak Lake Road (now Columbia River Road No. 3280). AND all that portion of Lot 13 of Brooks Tracts as per Plat thereof recorded in Volume 'E' of Plats, page 16, records of the Auditor of Okanogan County, Washington, lying South of State Highway 155 and East of Okanogan County Road No. 3329, Omak Lake Road (now Columbia River Road No. 3280). AND that portion of Government Lots 1 and 2 of Section 1, Township 33 North, Range 26 East, Willamette Meridian, Okanogan County, Washington, lying North and East of the Easterly right of way boundary of Okanogan County Road No. 3329, Omak Lake Road (now Columbia River Road No. 3280), EXCEPT that portion of Government Lots 1 and 2 reserved in instrument recorded July 14, 1978, in Volume 19, Page 1129 and further described as follows: Beginning at a concrete monument with a brass cap, which point of South 89°40' East for a distance of 1322.30 feet from the North quarter corner along the North boundary line of said Section 1; thence South 89°40' East for a distance of 330.00 feet to the

True Point of Beginning; thence South 89°40' East to the Northeast corner of said Section; thence South 00°07' East to the Southeast corner of Government Lot 1, said bearing intended to coincide with that of the East boundary of said Section; thence North 89°40' West to the East boundary of Omak Lake County Road right of way, as it existed on August 18, 1972; thence Northwesterly along said right of way to the point of intersection with a point on line, which point is marked by an iron rod and bears North 79°38' East for a distance of 90.50 feet from a steel rail set in concrete on the North bank of Omak Creek; thence North 79°38' East for a distance of 74.00 feet to a point on line, which point is an iron rod; thence North 79°38' East for a distance of 329.50 feet to a point on line, which point is an iron rod; thence North 79°38' East for a distance of 126.30 feet to a point on line, which point is an iron rod; thence North 79°38' East for a distance of 321.38 feet to a point on line, which point is an iron rod; thence North 79°38' East for a distance of 104.12 feet to a point on line, which point is an iron rod; thence North 00°07' West for a distance of 330.00 feet to the True Point of Beginning.

Parcel J: (3426360049) That portion of the Northeast quarter of the Southwest quarter and the West half of the West half of the Northwest quarter of the Southeast quarter, lying North of State Highway 155, all in Section 36, Township 34 North, Range 26 E.W.M., Okanogan County, Washington. EXCEPT the rights of way of State Highway 155 and Okanogan County Road No. 3735.

Parcel K (3426360050; 4550130005) Those portions of the Northeast quarter of the Southwest quarter and the West half of the West half of the Northwest quarter of the Southeast quarter lying South of State Highway 155, AND all that portion of Lot 13 of Brooks Tracts as per Plat thereof recorded in Volume 'E' of Plats, page 16, records of the Auditor of Okanogan County, Washington, lying South of State Highway 155 and West of Okanogan County Road No. 3329 Omak Lake Road (now Columbia River Road No. 3280). All in Section 36, Township 34 North, Range 26 East, Willamette Meridian, Okanogan County, Washington. EXCEPT the rights of way of State Highway 155, Okanogan County Road No. 3735 and Okanogan County Road No. 3280.

Parcel L: (3426360054) That portion of the Southwest quarter of the Southwest quarter, the Southeast quarter of the Southwest quarter and the Southwest quarter of the

Southeast quarter of Section 36, Township 34 North, Range 26 East, Willamette Meridian, Okanogan County, Washington, lying West of the westerly right of way boundary of Okanogan County Road No. 3329, Omak Lake Road (now Columbia River Road No. 3280). EXCEPT that portion of the Southwest quarter of the Southeast quarter and the Southeast quarter of the Southwest quarter of Section 36, Township 34 North, Range 26 East, Willamette Meridian, Okanogan County, Washington, more particularly described as follows: COMMENCING at the Southwest corner of said Section 36, a found stone, from which the Northwest corner of said Section 36, a found brass cap monument, bears North 01°09'09" West; THENCE North 76°28'01" East a distance of 2499.70 feet to the TRUE POINT OF BEGINNING; THENCE South 02°58'54" West a distance of 71.33 feet; THENCE South 15°04'17" West a distance of 132.68 feet; THENCE South 73°43'37" East a distance of 172.23 feet; THENCE North 72°51'32" East a distance of 130 feet, more or less, to the westerly right of way line of Okanogan County Road No. 3280; THENCE northerly along said westerly right of way line to a point that bears South 80°51'11" East from the TRUE POINT OF BEGINNING; THENCE North 80°51'11" West to the TRUE POINT OF BEGINNING, EXCEPT the right of way of Okanogan County Road No. 3280. EXCEPT that property conveyed to the City of Omak as described on the instrument filed in Volume 139, page 417, records of the Okanogan County Auditor (Okanogan County Assessor's Tax Parcel numbers 3326010020 and 3426360029) and amended by instrument recorded under Auditor's file number 3176459. EXCEPT a parcel of land located within the Southwest quarter of the Southwest quarter of Section 36, Township 34 North, Range 26 East, W.M., Colville Indian Reservation, more particularly described as follows: COMMENCING at the Southeast corner of Lot 2, Block 136, Plat of the Townsite of Omak, Washington as per plat thereof recorded in Book 'D' of Plats, pages 31 and 32, records of the Auditor of Okanogan County, Washington, and being the TRUE POINT OF BEGINNING; THENCE South 0°18'00" West a distance of 9.57 feet; THENCE North 89°39'56" West a distance of 80.95 feet; THENCE North 0°18'00" East a distance 9.53 feet, THENCE South 89°44'18" East a distance of 80.95 feet to the POINT OF BEGINNING (Okanogan County Assessor's Tax Parcels 3426360031 and 3426360042). ALSO EXCEPT commencing at the Southwest corner of Lot 1, Block 136, Plat of Townsite of Omak, Colville Indian Reservation as per Plat thereof recorded in Volume 'D' of Plats, pages 31

and 32; THENCE East along the South line of said Lot 1, 75 feet to the POINT OF BEGINNING; THENCE continue East along the South line of said Lot 1, 43 feet; THENCE South 8.5 feet; THENCE West and parallel to the South line of said Lot 1, 43 feet; THENCE North 8.5 feet to the POINT OF BEGINNING. (Okanogan County Assessor's Tax Parcel 3426360034). EXCEPT a parcel of land located within the Southwest quarter of the Southwest quarter of Section 36, Township 34 North, Range 26 East, W.M., Colville Indian Reservation, more particularly described as follows: BEGINNING at the Southeast corner of Lot 2, Block 136, Plat of the Townsite of Omak, Washington as per plat thereof recorded in Book 'D' of Plats, pages 31 and 32, records of the Auditor of Okanogan County, Washington; THENCE South 0°18'00" West, for a distance of 9.57 feet; THENCE North 89°17'11" East, for a distance of 5.00 feet; THENCE North 00°42'49" West, for a distance of 9.57 feet, more or less, to a point on the South boundary line of said Plat; THENCE South 89°18'16" West, along said boundary line, for a distance of 5.00 feet, to the POINT OF BEGINNING. EXCEPT a parcel of land located within the Southwest quarter of the Southwest quarter of Section 36, Township 34 North, Range 26 East, W.M., Colville Indian Reservation, more particularly described as follows: COMMENCING at the Southeast corner of Lot 2, Block 136, Plat of the Townsite of Omak, Washington as per plat thereof recorded in Book 'D' of Plats, pages 31 and 32, records of the Auditor of Okanogan County, Washington; THENCE South 0°18'00" West a distance of 9.57 feet; THENCE North 89°39'56" West a distance of 80.95 feet to the TRUE POINT OF BEGINNING; THENCE Westerly on a line being parallel to the South line of said Block 136 for a distance of 64.0 feet, more or less, to a point being perpendicular to, and southerly of, a point on the south line of said Block 136 that is 5.00 feet Westerly of the Southwest corner of said Lot 2; THENCE Northerly along said perpendicular line, for a distance of 9.5 feet, more or less, to the South line of said Block 136; THENCE Easterly along said southerly Block line, for a distance of 64.0 feet, more or less, to a point on said line being 80.95 feet westerly of the Southeast corner of said Lot 2; THENCE southerly to the POINT OF BEGINNING.

Parcel M (3326010029) That portion of Government Lots 1, 2, 3 and 4 of Section 1, Township 33 North, Range 26 East, Willamette Meridian, Okanogan County, Washington, lying West of the westerly right of way boundary of Okanogan County Road No. 3329, Omak Lake Road (now Columbia

	<p>River Road No. 3280). EXCEPT that property conveyed to the City of Omak as described on the instrument filed in Volume 139, page 417, records of the Okanogan County Auditor (Okanogan Assessor's Tax Parcel numbers 3326010020 and 3426360029) and amended by instrument recorded under Auditor's File number 3176459. EXCEPT the right of way of State Highway 155, Okanogan County Road No. 3735 and Okanogan County Road No. 3280. All parcels are within the reservation boundary in Okanogan County, Washington, containing 372.70 acres, more or less. Pursuant to the Act of July 24, 1956 (70 Stat. 626). This property is owned by the Confederated Tribes of the Colville Reservation; therefore, County consent is not required. Chairman or designee has authority to sign all pertinent documents.</p>	
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