Quil Ceda Village

Regular Council Meeting
November 17, 2009
Minutes

9:03 A.M.
Roll Call

President Stan Jones, Sr.-Present
Council Member Tony Hatch-Present
Chairman Mel Sheldon
Secretary Marlin Fryberg-Present
Council Member Glen Gobin-Present
Treasurer, Chuck James
Vice-Chairwoman Marie Zackuse

Staff and Visitor

Steve Gobin, Deputy General Manager
Lisa Koop, Legal
Juanita Diaz, Recording Secretary
Chief Goss, TTT Police
Leo Joinette
Foley Cleveland
Travis Hill, TDS
Dianne Henry, Central Employment Director
Nina Reece, Village Clerk
Mike Taylor, Legal
Sgt. Echevarria
Greg Keith
Lynn Stokesbury, Prothman (Consultant)
Jeff Blake, Prothman (Consultant)
Patti Gobin, TTT Special Projects

1) **Motion made by Glen Gobin to approve the agenda for the regular Village Council Meeting of November 17, 2009.**
   Second
   Questions: Staff would like to add: Closed Session for Property Management-Lease
   3 For 0 Against
   Motion carried

2) **Motion made by Tony Hatch to approval the minutes for the regular Village Council Meeting of October 20, 2009.**

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Seconded
Questions
3 For 0 Against
Motion carried

Law Enforcement

3) Police Report
Handout provided. Police department has added detectives to assist with car prowls in the Village. Since the detectives came on board the car prowl incidences have declined. Staff has created a traffic plan for black Friday which should minimize traffic congestion within Quil Ceda Village. TTT Police department has been monitoring the semi-trucks stopping in the Village. It has greatly reduced the number of truckers who are using the Village private spaces. The department would like to see a policy within the Village regarding overnight stays (truckers who sleep in their cabs). Some of the businesses allow it while others do not. Who would be responsible for creating a policy for truckers? The Village clerk has been researching policies used by other cities.

Administration

4) Fire Agreement Services between Quil Ceda Village and Marysville Fire District 12.
Handout
Discussion: Nina Reece, Jeff Blake, Lynn Stokesbury, Tony Hatch, Nina Reece, Steve Gobin, Patti Gobin, Glen Gobin, Lisa Koop, Leo Joinette, Marlin Fryberg, Jr., Stan Jones, Sr.
Staff has created a two tiered agreement for payment of fire and aid services within the Village as well as Preventative services such as inspections, education and new construction. The legal department created the Agreement which is in a "draft" form. The consultants would like guidance from the Village Council. The payment arrangements have also been included in the draft. This agreement is for Quil Ceda Village, a separate agreement will need to be created for other lands on the Reservation. What makes this agreement different from the existing contract? The consultants do not work for Fire District 12. The Prothman Company is here to assist the Village with exploring different payment options for the Tribe and Marysville Fire District 12. The consultants created options for the payment. Is there a standard rate? No, there is not a standard rate with the State. There are standard rates that are used if a fire district assists the State with a fire on open lands. The draft includes an estimate of cost comparisons for the different options of payment. Is there any other fire department that could offer services? The other two fire districts on or near the Reservation are volunteer stations. District 12 is staffed around the clock and can respond within minutes for fire and e.m.s. services. This could be the difference in life and death. The agreement would include the use of Community Impact funds for the gaming facilities. Why doesn't this include all three gaming properties. Again, this agreement is for services within the boundaries of Quil Ceda Village. The other other property could use the same funding source. The request for Community Impact funds will need approval from the Tulalip Board of Directors. There are concerns of multiple districts billing the Quil Ceda Creek Casino. Staff and the Board of Directors are meeting with Fire District 12 on services provided outside Quil Ceda Village. The agreement is based on a fee for service for the non-gaming properties. There are two different classifications for the agreement, gaming facilities and non-gaming facilities. The non-gaming properties have existing language that allows the Tribe to collect money to pay for these services and remit them to the District. The language in the new contract puts liability for services on the party providing the services. A resolution approved by the Tulalip Board of Directors would need to be

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in place before any payments could be taken from the Community Impact fund. Is the figure in the document covering the transports? The total levy does. The transport fee is for e.m.s. and fire only. Unimproved property is not included in the draft agreement. Transportation/mileage is not included. The leased properties already pay for the services. Quil Ceda Village will receive the funds instead of the Fire District and then the Village would remit to the District. The consultants would like feedback for the recommendations on the methodology of the agreement. The Community Impact monies were intended to to be used for these purposes. This will free up money spent from operations. An exact amount per calls for hourly services is needed. The agreement has language requesting the Fire District to get prior approval for all trainings with the Village. Statistics for Quil Ceda Creek have not yet been assessed. An assessment for the Resort has been researched. A lump sum would be paid annually for the gaming properties from the Impact Fund (with Board approval). The District would submit an annual report on statistics for services Provided each year. The non-gaming facilities would have a separate fee schedule. Do we have an MOU for the agreement? That is what the new agreement is for. The existing agreement is ten years old and was put in place before any development began. The language in the agreement states the sovereignty of the Tribe. It binds both parties to arbitration in our Tribal court. A dispute resolution would be a solution for arbitration within the agreement. The language for arbitration needs to be revised and reworded. Legal staff will create a table comparing the fees and services, what the tribe would like to pay, and what the Fire District is proposing for services offered. The current agreement has dispute resolution included in it. The Fire District expects there to be a change for dispute resolution. A final presentation will be provided by staff.

5) **Motion made by Tony Hatch approving Resolution No. 2009-027 authorizing the transfer of $1,000,000 from the tax account to the Quil Ceda Village general fund to pay operating expenses through the end of 2009.**
Seconded
Questions: Steve Gobin
This is the operating fund for the end of the year expenses.
3 For 0 Against
Motion carried

6) **Motion made by Glen Gobin to approve Resolution No. 2009-028 authorizing the transfer of $767,256.40 from the tax account to the Tulalip Tribes for services performed by Tulalip Police Department on behalf of Quil Ceda Village from January to October 2009 per the MOA.**
Seconded
Questions: Steve Gobin
This was approved in the 2009 budget.
3 For 0 Against
Motion carried

7) **Motion made by Glen Gobin to approve Resolution No. 2009-029 amending the Quil Ceda Village Charter, ARTICLE VIII. CONTRACTS. Section Seven. Personal Interest. and replacing it with Tulalip Tribes Resolution Number 2009-149 Amending TTO 84, Section VI, & TTO 92, Section 4 Adding Contracts & Grants Conflict of Interest Policy and Replacing: "Tulalip employee" with "Village employee" and "Board of Directors" with "Village Council" and "Tulalip Tribes with Quil Ceda Village".**
Seconded

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Questions: Steve Gobin, Nina Reece, Tony Hatch, Marlin Fryberg, Jr.,
Staff has created the resolution revising the wording. This Resolution was adopted by the Tulalip Board of Directors. Does it cover the bidding process? Yes. Council would like to thank staff for bringing this Forward. It will now be brought to the Board of Directors to amend the Village Charter.
3 For0 Against
Motion carried

Travel Report & Contracts under $50K

8) FYI-Travel Report

9) FYI -Contracts under $50K signed by GM
i.) The Seattle Times – Online advertising agreement
ii.) Lawton Publications – Book cover advertising agreement
iii.) Tatum – Project Work Agreement

Budget Report

10) Administration & Tax Revenue – Report attached
11) Construction & Economic Development – Report attached
12) Engineering Services – Report attached
13) Events & Entertainment – Report attached
14) Finance – No Report
15) Government Affairs – No Report
16) Human Resources – Report attached
17) Maintenance – No Report
18) Property Management – No Report
19) Tulalip Smoke Shop – Report attached
20) Quil Ceda Smoke Shop – Report attached
21) Tulalip Data Services & Broadband – Report attached
22) Tulalip Pharmacy – No Report
23) Utilities & Environmental Services – No Report

Closed Session 10:40 a.m.
Open Session 11:45 a.m.

24) **Motion made by Tony Hatch to make changes to Tom Gobin's job description that he will get a Two-step increase upon completion of Tier four and a favorable performance evaluation and award him a two-step increase for his Class III.**
Seconded
Questions: This is to get him current with the other Utility as his job description did not keep up with the Changes.
2 for 0 Against 1 Abstained (Glen Gobin left room during discussion due to relationship-Tom is his brother).
Motion carried

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Minutes approved at the regular Village Council meeting of December 15, 2009.

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Nina Reece
Village Clerk Date

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