

Tribal Land Enterprise
A sub-chartered Corporation of the
Rosebud Sioux Tribe

Incorporated Under Act of June 18, 1934 (49 stat 984)
Telephone 747-2371 or 747-2372

Continued Board of Directors Meeting
May 18, 2010

The Tribal Land Enterprise Continued Board of Directors Meeting was called to order by Chairperson Fern Bordeaux-Boltz on May 18, 2010 at 10:24 am in the conference room of the Tribal Land Enterprise building in Rosebud, SD.

Board Members Present:
Fern Bordeaux-Boltz
John Spotted Tail
Rose Cordier
Dominic Harmon
Clayton Wright Jr.

TLE Staff Present:
Robert Wood, Interim Director
Phyllis Y.E.-Cadue, Board Secretary
Ernie Blacksmith Jr., Leasing Department

Roll Call: 5 Board Members Present

Board Member(s) Absent: 2 Absent: Rodney Bordeaux and Richard "Smokey" Whipple

Called to Order: at 10:24 am by Chairperson Fern Bordeaux-Boltz.

Invocation by: John Spotted Tail

Others Present: Michelle Piper

Discussion by Fern Bordeaux-Boltz on White River Shelly's Grill and Youth Center. Michelle Piper, owner is present and discusses lease. Ernie Blacksmith states that Michelle Piper's currently owes \$15,000.00 to date for nonpayment of current lease.

Question by Fern Bordeaux-Boltz to Ernie Blacksmith: Has Michelle Piper made any payments to TLE on her lease?

Discussion by Ernie Blacksmith: Michelle Piper has made one (1) payment on her lease for October/November, 2009 of \$2,500.00 plus \$500.00 for the Security Deposit.

Question by Fern Bordeaux-Boltz on monthly rental on White River Shelly's Grill and Youth Center?

Discussion by Ernie Blacksmith: Michelle Piper's lease is \$2,500.00 a month currently plus the first three (3) months deferred which will be added at the end of the lease. Michelle Piper's lease started on July 14, 2009

Discussion by Fern Bordeaux-Boltz: Michelle Piper's lease deferment for the three (3) month was in July, August and September, 2009. Her payment was for October, 2009.

Discussion by Robert Wood on Michelle Piper's lease. Howard Valandra, past Executive Director had never discussed anything but had mentioned possibly adjusting the rental rate. I have never seen any agreement that has been typed up or signed.

Discussion by Ernie Blacksmith on Michelle Piper's lease. Howard Valandra, past Executive Director has never discussed or mentioned anything regarding her lease. I had not been in on any of the meetings Michelle Piper had with Howard Valandra.

Question by Fern Bordeaux-Boltz: Michelle you had mentioned that TLE propane tank had been leaking and had you reported that to the administration prior?

Discussion by Michelle Piper: Joe had met with the Coop out of Winner, S.D. on several times in discussion of that.

Discussion by Fern Bordeaux-Boltz: If TLE propane tank is still leaking and was reported to management, is it still leaking?

Discussion by Michelle Piper: Yes.

Discussion by Robert Wood: I have never heard about this until last week about the leaking propane tank and I think we need to bring Joe in to let him inform us.

Discussion by John Spotted Tail: I think we need to shut the propane tank down.

Discussion by Joe: I didn't know about that. The only discussion that came up about that was getting a bigger propane tank.

Question by Fern Bordeaux-Boltz: Ernie, how long is the lease for?

Discussion by Ernie: It is for ten (10) years.

Question by Fern Bordeaux-Boltz: What needs to be done at the facility that TLE was going to do and TLE never finished?

Discussion by Michelle Piper: Well at the beginning but I'm not sure but we had discussed was:

1. Tanning salon in the basement,
2. Restaurant
3. Recreation Center including outdoor basketball court and volleyball court
4. Fitness center including equipment

No work has been done or started in the basement for the tanning salon and the walls and plug INS for the fitness center haven't been completed. It was my understanding that TLE was going to provide all the equipment for the rec center the original agreement that TLE was providing all the outdoor equipment and there has been a concrete pad poured for a basketball court but nothing for the volleyball court and has not been completed and it has been one (1) year in just a few weeks.

Question by Fern Bordeaux-Boltz: Did TLE says we were fencing off the whole facility or just the recreation part?

Discussion by Michelle Piper: I don't recall.

Discussion by Joe Espinoza: It was my understanding was to just fence out the basketball court and back part. There are some issues with that back there because trying to put a fence up back there on an old foundation in it, about a foot underground. It's kind of hard to determine where the fence will sit with the foundation is.

Question by Ernie Blacksmith: What kind of volleyball court will that be? Sand or regular.

Discussion by Fern Bordeaux-Boltz: This is where management was supposed to address these issues and not the TLE Board. If TLE said they were going to do that than management should have taken care of that.

Question by Dominic Harmon: Did we agree to do all this stuff?

Discussion by Fern Bordeaux-Boltz: I wanted someone to compile a booklet for each of the TLE Board members with all the information like the lease in there plus any motions the TLE Board made. Do you have that Ernie? Michelle Piper did a big proposal that was quite lengthy. TLE took the costs for Michelle Piper to cut down on the recreation center costs. Administration was to take care of all costs due to the flooding.

Discussion by Michelle Piper: Also TLE agreed that they were also to make a storage area in the back of the facility and they were going to have an office up there and I propose to the TLE Board at that time I would have internet, electricity and plumbing there available at the time that they decided to have an office there and at that time they would build me an office which I finally had to complete because I couldn't go about my daily payroll and ordering.

Question by John Spotted Tail. We said we were going to build you an office? I don't remember that at all.

Discussion by Fern Bordeaux-Boltz: I remember building an office in there for the RST Tribe to use because we thought enrollment or any other Tribal Program that wanted to use that facility to provide services to our membership up in that area then we were going to have an office in that facility for the Tribe to use. I didn't know we were going to build another office.

Question by Rose Cordier: Could we get a copy of the lease?

Discussion by Fern Bordeaux-Boltz: Again Board we are getting requests from the Boys and Girls Club and they want to use this facility. I did visit with you guys a little bit last week about our by-laws and we cannot continue to manage this facility.

Discussion by John Spotted Tail: I would like the secretary to research this and see who said what.

Discussion by Fern Bordeaux-Boltz: I already asked her to do that. She was supposed to go back to the minutes and get any and all motions that pertain to that. She said she got it done.

Discussion by Phyllis Y.E.-Cadue: I had given all the motions pertaining to Shelly's Grill and Robert Wood, Interim Executive Director wanted to look at them prior to making copies to the TLE Board.

Discussion by Fern Bordeaux-Boltz: We would probably need to make a conference call with Howard Valandra, past Executive Director to ask if he made that agreement with Michelle Piper.

Discussion by Michelle Piper: Howard Valandra, past Executive Director didn't make an agreement with me Howard helped I type up my request to the TLE Board and I thought you had gotten my request. As a suggestion Howard said because I changed them in December and at that point in time two to three weeks late in my lease payment and we were going over things that I paid for in the facility some months prior.

Question by Fern Bordeaux-Boltz: Did you get a reimbursement?

Discussion by Michelle Piper: I did get some of it and some of it he (Howard) did not accept. Howard Valandra helped me type up in his office that day a request to the TLE Board on December 16, 2009 to lower the lease amount and go retro on some of it without the completion of the outdoor facility, basement and anything like that. I wasn't able to do several of the objectives that I had original plans I had started with the building. Furthermore the lease is with Shay's Grill and not with Shelly's Grill and so I needed to request at that point in time to have some addendums to the lease as my sister in law walked away and left me with all the debts, the building and responsibility. She needs to turn in the keys to the facility because she has full access to the facility. **He printed it out on his printer in his office and I signed it. It was my understanding that the TLE Board never wanted me to come back into them and visit with them and I was to go through the Director and all things would come from the Director so I signed that letter that day with that request as well as a request to remove Shay as well as to change the lease. I didn't hear anything back and I had came down twice since December prior to last meeting today and I also visited with and wrote a letter to the Board and copies were handed out and I spoke with you guys briefly awhile back in reference to all of this. This is my first opportunity to speak to you in six months.**

Discussion by Fern Bordeaux-Boltz: On the operating expense it kind of contradicts itself. Tenant is responsible for all maintenance and upkeep of heating and cooling units, lighting fixtures, plumbing and hood systems cooking area. All major repairs and replacements of

heating, cooling units, lighting and fixtures, plumbing and hood venting systems will be responsible of TLE.

Question by Clayton Wright Jr: Madam Chair, I think we need to get Steven involved in this thing because there's definitely some lease violations. She hasn't been paying her lease and I think we need to see something in legal form where this other lady is being removed from this lease and heresy that this lady walked away and we don't have proof of that right know. Nothing legal to say that she has.

Discussion by Ernie Blacksmith Jr.: Steven wrote this letter and I just got it.

Discussion by Clayton Wright Jr: And the other thing is to I don't see how we can be held responsible paying the heating bill. That's part of the building and that shouldn't be part of the lease. She stated that there was a leak in our propane tank and Joe didn't know about it and had several meeting with these guys from Coop and that's not true. I don't think there's very much truth coming from her right knows that I can see. Apparently there are some discussions she had with Howard but nothing was ever put in writing, so there meaningless to me. The best option right knows is just to turn it over to Steven and have him void the lease do whatever we have to do to void the lease and she going to owe us all this money for all this back leasing.

Discussion by Dominic Harmon: It seems we should make sure that the information is correct because she could have been going along with what she thought was working with the Director and she shouldn't be responsible for all because our Director was giving her false information and we should make sure were doing it right.

Question by Fern Bordeaux-Boltz: This was turned over to Steven once before and is that the letter he wrote?

Discussion by Dominic Harmon: Because if we did make all these promises.

Discussion by Clayton Wright Jr: We don't have any promises in writing:

Discussion by Fern Bordeaux-Boltz: We have them in our minutes and that's why whenever we need to review the minutes, we did make motions at this Board level that we were going to do certain things over there.

Question by Fern Bordeaux-Boltz: Ernie can you remember and relate to what we said we were going to do?

Discussion by Ernie Blacksmith Jr.: We did a lot of work over there. We paid all the vendors for over sixty three (63) thousand dollars for work that was done on that building. We got the fancy stuff for the basketball court ready to go and the volleyball court I don't know how they wanted to handle that.

Question by Fern Bordeaux-Boltz? Where was the volleyball court supposed to be?

Discussion by Ernie Blacksmith Jr.: It says it in the lease and I don't know?

Discussion by Michelle Piper: On the west side of the basketball court.

Question by Fern Bordeaux-Boltz: On the West side. Did Brent have anything on that west end there? So what is this cement foundation he (Joe) is running into?

Discussion by Ernie Blacksmith Jr: We have everything for the Basketball court to be set up. They also said a horseshoe pit and Joe and I don't know anything about the horseshoe pit, it isn't on the lease. And the tanning salon, I didn't know where that was going.

Discussion by Michelle Piper: If I may correct myself, if I said anywhere that I wanted you to pay for my heating costs those were all different times and I'm just asking that you take that into consideration that there are extensive amount of heating costs. Those are all paid and I have the receipts with me if you want to see them. I paid them all.

Question by Rose Cordier: I have a question for Michelle Piper. On you heating costs I'm looking at October 16, 2009 through October 29, 2009 you had a total for six (6) hundred nineteen (19) dollars (\$619.00) for thirteen (13) days and in November for eleven (11) days you used four (4) hundred and four (4) dollars (\$404.00)? But I don't know it seems like there would have been a record of that heating costs of that building prior to being out of business.

Discussion by Michelle Piper: Cherry Todd told me the electric bill would be around four (4) hundred and twenty (20) dollars (\$420.00) on average and it's never been four (4) hundred and twenty (20) dollars (\$420.00), the least amount has been five (5) hundred and thirty two (32) dollars (\$532.00) a month. In the summer time when the cooling units in use it is no less than nine (9) hundred and ninety (90) dollars (\$990.00) the smallest amount and I have that with me.

Discussion by Rose Cordier: I think that's something you took on along with the business.

Discussion by Michelle Piper: I totally agree with that Rose. That's why I was here in December, 2009 when I saw the heating costs and what they were in October and November. You guys were gracious enough to come in and have Kucera Electric out of Winner there to do an assessment of the building and the condition that it was like having nine (9) windows open and they wanted to spray insulation in the attic above the dining area. I can't really see where that made too big of a difference but it made a little bit of a difference but I have feelings and concerns at that point in time and if I remember at that time in December that when I wrote a note that I would like to drop my lease and I wanted to speak to the TLE Board in regards to that.

Discussion by Fern Bordeaux-Boltz: If you read number two (2) on the lease if TLE was to complete the following work on the premises; the recreation center, restrooms, exterior of the building, basketball court, volleyball court and fence.

Question by Fern Bordeaux-Boltz: Do you have liability insurance Michelle?

Discussion by Michelle Piper: Yes. I'm sure you have copies of all that.

Question by Fern Bordeaux-Boltz: Did someone mention termination on the lease or what?

Discussion by Clayton Wright Jr: Madam Chair that's what we do with people who aren't paying their leases on land and that should be the same as the building.

Discussion by Michelle Piper: I believe it was April 08, 2009 when the decisions and discussions were made about the property Fern and for some reason I have that April 08, 2009 date in my notes.

Discussion by TLE Board Members regarding past minutes on Shelly's Grill and Youth Center.

Discussion by Fern Bordeaux-Boltz: In the past minutes it commented that were going too fast by Rose Cordier. Even the attorney at the time said if we purchase the membership would be against the TLE by-laws here.

Question by Clayton Wright Jr: You are charging membership up there right?

Discussion by Michelle Piper: No. The whole idea was that we talked about purchasing membership would be money that would be used to purchase equipment so it wouldn't cost anything for the youth to use the building and originally what I had just wanted to do was the restaurant and be able to separate the two and also looking at having a youth center. TLE was to make motions to purchase the membership for the youth but found out later on that would be against TLE by-laws so that all changed and so at that point and time membership idea went to the wayside and coin operated equipment was currently in the facility and available for anyone to use. My idea for the volleyball and basketball court was not completed and to have it fenced out area and the people that wanted to use would be all those students which would have to come through the main part of the building and sign a waiver that I wouldn't responsible for any reason. That was the whole idea of keeping it fenced off. The basketball hoop was purchased prior to the fencing. Joe and I discussed the issues putting it up before the fencing because at midnight at night there could be students or adults play basketball there and an injury could take place I would be held liable so that wasn't completed because the fence not put in place. That was never completed.

Question by Rose Cordier: July 14, 2009, was there two (2) Leroy Sleeping Bear Jr. and Leroy Sitting Bear who were working on the building?

Discussion by Fern Bordeaux-Boltz: It was Leroy Sitting Bear. It was a typical error.

Discussion by Rose Cordier: From the beginning I was against this whole thing because it was going too fast and I did voted against it but once the board approved it so I supported the Board. I even said that then a year ago to shut the restaurant down until everything was repaired than do the basketball and volleyball court. Everything we said we were going to do we should of stopped everything there and made all the repairs. We probably would have been able to fix it up and she wouldn't have to use a thousand (\$1000.00) dollars of propane every month but here we are today and we lost a lot of money. Like Sandven said if there's a breach of contract we are liable to but we have to go from there. I think if you want to ask us to revise the lease know we

can do it from now forward we can probably do that but you still have to pay on what you owe us. I'm willing to negotiate the lease.

Discussion by Michelle Piper: It sounds like REDCO will be taking over the facility which could put the lease up in the air.

Discussion by Fern Bordeaux-Boltz: I don't know if you heard me Rose but section nineteen (19) of the by-laws we cannot manage any land under our management that is being used for community projects, community dance halls, it specifies that in there. What I wanted to do to this Board and I don't know if we have to wait until we got this facility up and going ready to go but at some point and time we need to turn this facility over to the Rosebud Sioux Tribe and REDCO is the arm of the Tribe that does all economic development so in my understanding this facility would be put under REDCO for them to manage. We do have the request from the Boys and Girls Club wanting this facility. Advised Wilma Janis and rest of them I won't address this today with this Board. The sooner we get this off our management over to the Tribe. We are not following our by-laws just like the attorney said we are not following our by-laws, once we purchased this property and fixed this up for the Tribe we should have turned it over and we still have to do that. At what point in time I would say immediately. My recommendation is to turn this facility over as soon as possible to REDCO. The lease is currently with Michelle Piper, Kay Piper and TLE. At some point and time REDCO will have to execute a lease.

Discussion by Michelle Piper: I was going to ask to the Board that being almost a year into this eleven (11) months next week and the work night and day there's absolutely not one way I can afford to come up with a hundred (\$100.00) dollar a month lease. I would ask the Board, I have an employee Clarissa Arrow, she's a member of Swift Bear Community that would like to visit with the Board and if I could find someone that would take over this facility if you would wait the three (3) months or four (4) months whatever notice amount I need to give you and allow someone else to come in. I will truly tell you I am currently have a balance sheet that is not possible. I've learned things as I went along here and one is heating costs and the electrical costs and not being able to generate traffic for the outdoor equipment, tanning salon and my original proposal was a completed facility and were looking at eleven (11) months later and were still not having a completed facility and actually this project begin last April/May of last year and the project is still not complete and no fault of the Board or no fault of anyone and I think it was a bigger project than anyone ever expected on myself or as a Board or I don't think we would of gotten this far had we known than what we know now. I think things would have been differently for all of us included. I just ask the Board one more time to reconsider even call Mr. Valandra on the speakerphone as to our meeting in December. I had at that point in time started to see the increase in the heating and cooling costs and made those requests and on December 16, 2009 Joe and I'm not exactly sure what crew because I was out of town had access to the facility to put some insulation in and as you can see it didn't change the heating costs and at that point and time I wanted to meet with the Board on December 14, 15 and 16, 2009 up until everyone leaving for LNI and I was over here every single day trying to make my point at that point in time I was not going to be able to afford the cost and I put in an written hand notice that went to Fern that said I would like to withdraw from my lease at that point in time because I wasn't able to afford it. At that point in time Howard took me to his office we sat down and we typed up, he helped my type because know I had to run back to White River and type it up and he sat down

with me and we did an outline on a piece of paper and discussed about how we would approach the Board with the building not being complete and me not being able to use all the facility and the building not having an office, I had to fix the water leak and I had to pay because Leroy never showed up to fix the water leak and those kind of things and I typed all that up and was put in the letter to my understanding it was addressed to the Board. I later on showed up at Council meeting were many of you sit and I hand delivered the letter as well as to my concerns with the content of the building not being complete and now were here in May again the building is still not complete. I wasn't able to generate revenue from the other areas that I had. Know rather I had generate enough revenue from those different areas and the traffic flow into the building and that would have helped me make my lease payment but I can't say but I do know that I do work night and day and I have my heart and soul in the restaurant and I want to make it work. I also understand that there a lot of tribal members that want access to the building and I can also understand that and they should have first hand at it and I understand that and that doesn't mean I want to have controversy placed towards me so I just ask the Board come to some kind of agreement as to why and if you want me out then I won't be back for thirty (30) days and I'll make my move but at this point in time fifteen thousand (\$15,000.00) dollars I'm already twenty four (\$24,000.00) dollars in debt and I'm doing the best I can.

Discussion by Fern Bordeaux-Boltz: This is a one hundred sixty (160) day notice for termination of this lease.

Discussion by Clayton Wright Jr: Well if we have to comply with our by-laws than that's what we have to do, terminate the lease and turn it over to REDCO and go from there and that's up to them to decide on how they're going to do it. We can turn it over to Steven Sandven and he can talk with her see what mutual agreed timeline to ok to shorten it up.

Discussion by Fern Bordeaux-Boltz: Usually termination is like a thirty (30) day notice but this one is a six (6) month notice to terminate. So Amanda is suppose to be here tomorrow and if where looking for termination of this lease than we need to notify Shelly based on this lease we have to provide her notification. It has to be done I prefer by certified mail and the other thing to be is have Amanda meet with REDCO about turning this facility over to tribe and let Boys and Girls Club or whoever work with REDCO but at the same time we didn't want that place commercialized what so ever. The Tribe wanted it so bad and so we gave it back to them and they couldn't even handle it. They gave ten thousand (\$10,000.00) dollars to the facility for operation and maintenance instead of putting into the facility to maintain instead they paid the caretaker ten thousand (10,000.00) dollars. Once that money was ate up the Tribe didn't have no money to pay the caretaker or even to pay for operation and maintenance for that facility so they gave it back to TLE so it's not a commercialized facility we don't intend it to be and so we are maintaining the maintenance of this property so it's not used for community projects and being used for spiritual purposes with our youth. Any other property we purchase like Frontier, I kinda agree with Rose back then, I didn't want to purchase this property either. I thought TLE was going way out of its scope and actually purchasing a business and I didn't think that was under our authority to do that but we did it anyway because we had a council rep sitting here and wanted the property so bad for the communities for their youth and then we got it know than the first thing we do is requested a proposal to lease it out. We find out later that the previous owner had a lot of things wrong with that facility after her up and left. We went into the facility found

out all this stuff and we requested a proposal and Shelly and her sister in law put in for it and we awarded them the lease at the same time we have to reflect again and we cannot manage this. My question today will be let Amanda work with Steven (in house attorney) and see what they could come up with in the interim and if we want to terminate her lease than we need to properly notify her and maybe it's going to will take six (6) months to transition in over to REDCO. As management here I would prefer TLE fix the facility up as it was intended for recreation purposes for the youth in those communities, fix it up then turn it over to REDCO. Finish these projects than let REDCO deal with the Boys & Girls Club. The Boys & Girls Club could probably do a lot of grants to help them further their outreach to different communities. My recommendation to this Board is to get it fixed up let Amanda and Steven visit with Shelly and see what we could come up and bring it back in our July meeting. We still have to give her that notification to terminate. It might take us that long to get the facility shut down.

Discussion by Michelle Piper: In the meantime I'm racking up thousands of dollars in debt that I don't have Fern. I need to move forward as quickly as possible.

Discussion by Fern Bordeaux Boltz: I agree.

Discussion by Michelle Piper: I will pull myself out of the CDL in June and I'll be racking up the rent at least I'm not racking up other debts which will be incurring like lights, water and things like that. You can only serve the least amount so I won't be incurring any other debts. I will move forward today to plans to put myself on disability.

Discussion by Fern Bordeaux-Boltz: As I see it there's too many people are getting involved. There's people coming here to this Board complaining about you and I don't want that here at this Board level. We have a Director that needs to deal with these issues and having people and public come in here to belittle you and all that if front of our Board and I'm not going to allow that. These things could be handled in a professional manner and should be. Howard should of came to the Board with your proposal, again maybe he didn't have time with all that was going down with Howard but we have Amanda and Steven know that can work with you on with what you and Howard discussed and maybe adjust that lease rental to reflect.

Question by Michelle Piper: At this point can't the Board make a decision on that so I know what my bill is?

Discussion by Fern Bordeaux-Boltz: Unless we sit here all day and bring everything in and all the receipts. We don't have the time, that is what management is for. They should be working with you, to help you.

Discussion by Michelle Piper: I have to do that again because I done that twice know.

Discussion by Fern Bordeaux-Boltz: with Calvin and with Howard.

Discussion by Michelle Piper: I didn't deal with Calvin just Stan.

Discussion by Fern Bordeaux-Boltz: Ok with Stan and Howard, know you're going to be dealing with a new Director again with our attorney. I think that will be the best way to go Shelly as far as addressing what your putting into like you met with Howard in December and it looked good to me on what you guys agree upon and it never got to this level. So know we got to back up again and have you meet with this new director and our attorney. Steven as an attorney needs to look at the other partner in this too. Whatever that bottom figure is, what we come up with and we agree upon she is going to be libel for half of that amount. She signed this lease to and she going to be libel in civil action in our Court so that the way I look at it but at the same time we as TLE are getting ourselves deeper and deeper and were getting ourselves involved in community projects and we shouldn't be doing that as a Board.

Discussion by Michelle Piper: If I could say something, I totally agree with you one hundred (100%) percent because I have found out the hard way how hard to deal with decision makers not being on a daily basis where I could call up the decision makers as a Board and say this, this, that and that and with what has happened to the Director which in my understanding didn't take place and so I see why it didn't work at all and were still looking a year later and the project is still not completed and I'm expected to pay twenty five hundred (\$2500.00) dollars a month for a half completed building and no partner.

Discussion by Rose Cordier: Shelly, like I said I'm trying to support you as I'm still new at this but I'm still willing to negotiate with you on some things that you can afford to pay but like I said last year we weren't ready to lease it out but you came in and you basically you sold a good deal to some people and I talked and talked and tried to say no, no, no but I just don't like what you say when you put it on our staff like we didn't do our job know your judging, we weren't done with our job, our job didn't even start when you walked in here. We would of probably took up to six (6) months to get that place ready or even more additionally for someone to use it but you wanted to go in right know, right that day, right that week so people got rushed they were excited that building was being used. That was why I just don't like the burden put on us because the building wasn't up to code and we knew it wasn't. It had a lot of damage and it had thousands and thousands of dollars of damage and we had to rush to try and fix it but I'm willing to work with you, while you're here. The Director and the attorney can come up with recommendations and is reasonable and we can work out to what you owe us. I've been over there a couple of times seeing you in there and they use it and I heard from parents around there that the kids go there so it is something that's really needed but when it leaves here REDCO might meet with you to.

Discussion by Michelle Piper: Actually I cannot afford the two thousand five hundred (\$2,500.00) dollars to rack up anymore. I'm going to walk out to my car and get paper and write up (discussion by Rose Cordier). I will be notifying the public of White River that I will close my doors effective June 19, 2010 one (1) month from today.

Discussion by Fern Bordeaux-Boltz: We both have to agree to that. In the lease either party will have to give a one hundred sixty (160) day notice. But if we both agree in between the one hundred sixty (160) day notice than that has to be done here but we're wanting you to do is meet with Sandven and Amanda and see if you can come up with another negotiation if not, even if we come to an agreement and were all satisfied eventually that lease will go to REDCO and they

will handle it. TLE cannot have that under our management anymore. So the quicker we get it out the better off we'll be we can continue on what were suppose to be doing here and let the Tribe deal with it at the same time Rose brings up a good point we do want to negotiate but I would prefer that you need to go through the same thing you did in December but we don't have management here that will work with you right know and I would prefer you wait for Amanda and Mr. Sandven and sit down with you. But if you want to go ahead and get out by June 30th, 2010 than the Board agrees with we can make the motion today.

Discussion by Michelle Piper: I just can't..... If a decision is not today I will be racking up twenty five hundred (\$2,500.00) dollars a month until the next meeting and I already racked up five (5) months I could be at the end of my lease term next month. I made that decision in the summer because I saw this happening and I really don't think I could drag this on anymore at twenty five hundred (\$2,500.00) a month, it's a lot of money it's not taking place up there, it's not and I have three thousand (\$3,000.00) dollars with of bill sitting in here that come from the facility that never been reimbursed to me and I have a hard time fathoming the idea that I got another twenty five hundred (\$2,500.00) dollars continuing to rack up because if I keep going and if you say were going to meet in June and if it ends up in July and my six (6) months notice in November that kind of thing I know at this current moment I cannot make it at that facility with twenty five hundred (\$2,500.00) dollars a month, no way, as if our but about it, I cannot do it with the current situation and I just feel if the Board makes a decision and turn it over to REDCO and they take the lease.

Discussion by Dominic Harmon: I think the way this has been going we probably should of worked out a deal that cancelled the lease a long time ago and I think if a month was what she wants to do I think we should get it cancelled and turn it over to REDCO and turn it over to Boys and Girls Club. We might not have dragged this on for a few more months and we might not even get our money we have in it known also. Cancel the lease in a month have our Director, and lawyer figure out who owes who what and go from there, get out and get this lease finished.

Discussion by Ernie Blacksmith Jr.: I'll probably recommend that from this day forward we don't charge her the two thousand five hundred (\$2,500.00) dollars because she brought her stuff in from here forward she needs to meet with Amanda and where the twenty five hundred (\$2,500.00) dollars won't be in the picture after they adjust it from this day forward from here. That's what I'd recommend. That's if they still want to negotiate with her. Were still willing to work with her from this day forward that we have recommendations on what Amanda and Steven have to go with.

Question by Dominic Harmon: Than how would we go about the five (5) months of leases haven't been paid so far? We need to figure out a way to fix that problem before we can go forward because we can't have that just sitting there.

Discussion by Fern Bordeaux-Boltz: I think we can move forward today with Ernie's recommending but what she owes I think there was a figure that was brought out there what she owes currently but that's what I was saying she needs to work with Amanda and Steven. Like you said Dominic what is owed to her and what's owed to us than come down with and maybe the Director might say yah we should waiver partial payment for these months at the same time

we need to or we do have the authority to lower her lease rental effective today or what is your monthly payment when is that due? On the first of the month?

Discussion by Michelle Piper: On the fourteenth (14) of the month.

Discussion by Fern Bordeaux Boltz: Fourteenth (14) of the month. Just for know until we can get this all addressed maybe we should lower that monthly payment today effective May 18, 2010.

Question by Dominic Harmon: How low will it have to go for you to stay open?

Discussion by Clayton Wright Jr.: I don't even think we consider keeping it open right know. We have to follow the by-laws and the by-laws say we can't be doing this. We need to end her lease and that's it. There's no reason to talk about staying open anymore. That over and done with. End the lease and have TLE start the process of turning it over to REDCO, that's it. And if she can't afford to go another month than that's it, we'll cancel it and if she's will today agree to be completely out of there by June 19, 2010 than we can agree here the Board to accept that than there's no need to for you to do that.

Question by Fern Bordeaux-Boltz: Any more discussion Rose, John you have anything more to say?

Discussion by Dominic Harmon: Does seem like this has drug on for a long time. I don't know any person that's renting that will let their rent not get paid for this long without shutting it down.

Discussion by Michelle Piper: If I may talk Dominic I may, for some odd reason I believe that when I submitted that request in December if you ask Ernie, I was shocked when he said he came to the facility and I was under the assumption that the lease amount had been lowered and I wouldn't owe anything until April really, so than April came around I got to talk to no one basically, I didn't get any answers, in May I got a letter.

Discussion by Dominic Harmon: It seems like a real unfortunate, just mismanagement, a bad management on our end due to Directors and new Board members and I think we should be able to work it out were or figure out who owes who what but I don't know if we can continue on either. It's been a long time and you've only made one payment.

Discussion by Clayton Wright Jr.: Madame Chair the other thing we need to do is terminate the lease state here today that this lease is in full effect until the actual date the lease is terminated because there's going to be insurance issues, liability issue that TLE cannot accept or put in place to accept. I don't know if Eric is available, if he can help us out in this thing today because you probably cannot get a hold of Steven to have him do anything and get some legal advice and Mato is out of town in Washington and so is Eric.

Discussion and question by Fern Bordeaux-Boltz: As far as lowering her payment we could go back to December and just what she said that she and Howard agreed and maybe approves that

for now. We can adjust those payments know for those months but again you guys were you ever any of you told that by Howard that he had this meeting with her?

Discussion and question by Rose Cordier: I never heard that but I think that it would be good to have you leave it open and manage it but how much can you pay and I think paying something is better than nothing better than sitting there. If she moves out and would of someone else goes in there and if you move out you we have to tell our insurance right away.

Discussion by Michelle Piper: Back in December, Howard and I sat down and went over all the financials and I brought all my files in and it was determined at that point in time that it was best if I offered six hundred (\$600.00) dollars in the winter months and eight hundred (\$800.00) for the summer months and at that point in time the twenty five hundred (\$2,500.00) that I paid in October, 2009 would pay for the six hundred (\$600.00) dollars for October, 2009 the six hundred (\$600.00) dollars for November, 2009 the six hundred (\$600.00) dollars for December, 2009 six hundred (\$600.00) dollars for January, 2010 and I would owe a partial payment come April, 2010 and I was there with some bills that have not been paid so that was also used as credit towards lease payments and I turned in some things that he didn't expect because of the audit that had went on he said I needed different invoices for some billing stuff that was done last fall and so we couldn't use that amount at that point in time and an estimate I had for an office to be built in those amounts plus the amount I would owe I believe come February, 2010 would have to work it out would carry me through until April, 2010 and I would have a payment due in May, 2010 and my two thousand five hundred (\$2,500.00) dollars which I paid in October, 2009 and my payment in December, 2009 at that point in time I had met with him several days in a row and at that point in time I wanted to put my notice in and that's why I sent a note back to you he came out and asked me to come into his office and visit with him. I sat down and visited with him and he asked me to just hang in there and he felt the Board will be willing to accept some type of agreement to this effective and I would owe no money until spring and carrying invoices and I have called down here and talked to him in the whole month of December at that point in time I was told by him that the Board did get a request for my leasing lowered and I shouldn't be concerned about anything. Ernie came up to me and talked to me and I told him the same thing.

Question by Rose Cordier: Do you have a copy of it?

Discussion by Michelle Piper: None. It's on Howard's computer in his office in there.

Question by Rose Cordier: Why didn't you get a copy?

Discussion by Michelle Piper: Actually I have one (1) copy that was an original draft.

Discussion by Clayton Wright Jr.: Madam Chair I think all this here is not relevant right now. I think once we get down to end of the contract and this is what she owes us and this is what she said that we owe her we can negotiate those items down than but I don't think we need to do that now. This is not the place to do it right now. I think the motion should be in place until terminated and agreed on June 19, 2010 and that's the way it is and after that we can discuss what we want and if we want to reduce anything.

Discussion by Fern Bordeaux-Boltz: I guess I just have a problem with that going on in December and we weren't notified and if it was brought to the Board in December I'm pretty sure we would of approved it based on our Directors recommendation who had worked with her for about a week on it with this issue and not getting here is not our fault, it's not her fault.

Discussion by Clayton Wright Jr.: I still think we need to talk to Howard on it and his side on what was actually said.

Question by Dominic Harmon: Is there any way we could get him on the speaker phone?

Discussion by Fern Bordeaux-Boltz: Said he calls here every day so someone should have his number. Maybe we can get him on the phone.

Discussion by Michelle Piper: You can get him on the phone.

Discussion by Ernie Blacksmith Jr.: I talked to Tuffy (REDCO) and he said they would take it the management of it. Then he said he could negotiate with her on the lease but he would have to take it to the Board over there.

Question by Dominic Harmon: Which Tuffy is that?

Discussion by Ernie Blacksmith Jr.: Tuffy Morrison. He's the Director of REDCO.

Discussion by Fern Bordeaux-Boltz: We could do that Board but we need some time. We need to meeting with REDCO as soon as possible because in the meantime Shelly should just stay open and we should rule on her lease rate today. We need to meet with REDCO until we know were where at. We have the chronology of everything that has gone on to this point. We need to go over it with the REDCO Board rather the Tuffy or the Board itself and have a joint meeting and tell them what we did and that we have a current lease with Shelly and if they want to work with her at that point. We should lower her lease payment and I don't know if we want to reflect back to December when she did make that effort to come into meet with Howard for three (3) days but it never got to our level that we should try to honor that and get this meeting with REDCO right away and as soon as we could get it transitioned over and if Tuffy is willing to work with you. We should lower that lease payment and the fact that she does have a partner who is no longer there's something legally binding seems like you would be able to take her to Court. I really think we should lower her lease rental. Do you want to go back to December than and need to get a hold of Sandven. Joe do you want to call Sandven now?

Discussion by Clayton Wright Jr.: I think we need to talk to Howard to before we even consider that. Were going on her word and we don't have anything from Howard saying that that's what they agreed on. We need to talk to him before we even discuss that.

Discussion by John Spotted Tail: Before we make any decisions I think the new Director and Sandven needs to look at everything before we make a decision on anything.

Question by Fern Bordeaux-Boltz: Can we lower her lease rate today?

Question by Rose Cordier: Can we defer the payments? At least it will still be the same but she will still owe us.

Discussion by Clayton Wright Jr.: I'll be willing to defer the payments. We have a lease in place since December, if where going to any further I'm going with deferring but I'm not going to cut it out but lowering it.

Discussion by Dominic Harmon: Not unless Howard made a deal. Without bringing it to the Board nothing got finalized.

Discussion by Michelle Piper: I have the number in my E-mail.

Question by Fern Bordeaux-Boltz: Do we want Shelly to wait and will get one of the staff or somebody to get a hold of these people so we can continue on with our meeting here? Shelly are you going to wait and were going to get a hold of Howard and Sandven? The Board needs to go into a conference call with them. Rose what do you think we should do?

Discussion by Rose Cordier: We can wait and try to get a hold of them over noon hour.

Discussion and question by Fern Bordeaux-Boltz: While were having our lunch Shelly can just wait. Do; you guys want to recess for lunch right now. Can we deal with Mr. John Arcoren here?

Discussion by Ernie Blacksmith Jr.: Johnny's stuff was put in the advertisement back in October, 2009 and I didn't know that his stuff was in there. Mr. Johnny Arcoren put in a lease proposals and I have his lease proposals here come to find out they contacted me and told me that his stuff was in advertisement and is got to be stopped here.

Question by Fern Bordeaux-Boltz: Even though he was the current Leasee?

Discussion by Ernie Blacksmith Jr.: Yes.

Question by Fern Bordeaux-Boltz: You know, do you send out lease proposals to the entire current lessee like a year or six months before they expire?

Discussion by Ernie Blacksmith Jr.: No I don't.

Question by Fern Bordeaux-Boltz: Mr. Arcoren I have to ask you? Do you go on a one (1) year lease or a five (5) year lease?

Discussion by Mr. John Arcoren: I was on a three (3) year lease and than a five (5) year lease then they changed it to a one (1) year lease.

Question by Fern Bordeaux-Boltz: So you knew your lease was going to be expiring?

Discussion by Mr. John Arcoren: I always got a notice every year from TLE with a proposal to fill out. It was always sent to me so I waited for my notice. All of a sudden someone told me they got that lease so I was checking it out and so I have to put in for it again. But you see I was always was notified and I lost track.

Question by Fern Bordeaux-Boltz: So the lease is completed I heard to one (1) individual or two (2) individuals?

Discussion by Ernie Blacksmith Jr.: Two (2) individuals, one is Buster and the other is Clyde Brewer.

Discussion by Mr. John Arcoren: Clyde Brewer, I don't mind it's ok because the land is way over there but the one that Cathy's (Buster's) living on.

Question by Rose Cordier: Effective when?

Discussion by Ernie Blacksmith Jr.: March

Question by Fern Bordeaux-Boltz: Than the Bureau has their advertisement that was when?

Discussion by Ernie Blacksmith Jr.: In October than they had another one in February.

Question by Fern Bordeaux-Boltz: Than they did the bids in February right? So you're here to what?

Discussion by Mr. John Arcoren: See if I can negotiate and take that back.

Discussion and question by Fern Bordeaux-Boltz: So what was Buster given? How many years?

Discussion by Ernie Blacksmith Jr.: Five (5) years.

Question by Fern Bordeaux-Boltz: And the BIA advertisement?

Discussion by Ernie Blacksmith Jr.: If it's cancelled it'll go out through the appeal process and stuff.

Question by Fern Bordeaux-Boltz: Does he have cows out there know? Is it due May 01 or June 01, 2010?

Discussion by Ernie Blacksmith Jr.: May 01, 2010.

Question by Fern Bordeaux-Boltz: Does he have cows out there?

Discussion by Mr. John Arcoren: Not yet. I'm not sure about the land.

Question by Fern Bordeaux-Boltz: Are you holding him off?

Discussion by Mr. John Arcoren: I'm holding him off.

Discussion by Fern Bordeaux-Boltz: Well couldn't we approach it in a way were we made a mistake kind of thing. We usually negotiate with our own. The BIA should be notifying Ernie. I don't like it that they put everything on the advertisement without consulting Ernie first.

Discussion by Ernie Blacksmith Jr.: In the advertisement what we did Fern was that came in with a letter negotiating. I don't know if Mr. John Arcoren got a letter or nothing but to negotiate. I don't think he did.

Discussion by Mr. John Arcoren: I didn't.

Discussion by Ernie Blacksmith Jr.: Than on or before September in the lease policy that we passed in February to negotiate before September I don't even know if Mr. John Arcoren got the lease policy.

Discussion by Mr. John Arcoren: I didn't.

Discussion by Ernie Blacksmith Jr.: The mailing list is on it.

Question by Fern Bordeaux-Boltz: Do you think you meet with Mr. Han and maybe Jerry both? Mr. John Arcoren didn't get to get in there.

Discussion by Ernie Blacksmith Jr.: I'll negotiate with them and send a letter out telling them negotiate with them before September so he can get all his leases done.

Question by Fern Bordeaux-Boltz: We didn't get the letter from the office?

Discussion by Ernie Blacksmith Jr.: I don't think we did. I don't know if he's on the mailing list. I have to look.

Discussion and question by Fern Bordeaux-Boltz: He should be. He's been leasing land for how many years?

Discussion by Mr. John Arcoren: I've been leasing land for many years. I've had that land out there.

Discussion by Ernie Blacksmith Jr.: So I think the proposal under the BIA won't go through and that is the land we pull out. They also get an opportunity the Bureau to know about the lease proposals to everybody that's on their mailing list so they can get the opportunity to pull it from ours, pull it from the advertisement.

Discussion by Fern Bordeaux-Boltz: Some how he got missed.

Discussion by Mr. John Arcoren: I didn't get no letter the only thing I was sitting there waiting for Board was that I always got a letter saying your lease is up know.

Discussion by Ernie Blacksmith Jr.: The Bureau sent them out because they would ask for our lease proposals over here. I don't know in the past how it was done. I would send the lease proposal over there and they would mail them out to the lessees.

Discussion by Fern Bordeaux-Boltz: That's another thing were never notified of the changes over there they just spring it on us but I don't know I think you need to speak to Mr. Han and let them know about the mistake and see if he's willing to release that otherwise he'll be going through the appeal process.

Discussion by Mr. John Arcoren: See what I'm having a little trouble with right know were having trouble getting it straighten out because a non Indian is sitting there illegally with that little lot we want north of St Francis and we can't get nothing done about it. Cannot even use Indian preference. That non Indian is sitting there and wrote a letter to Aberdeen and they didn't even contact any of us. They just turned back over to them, the Lakota Bible Baptist Church over there.

Question by Fern Bordeaux-Boltz: I thought Cleve was going to cancel that lease?

Discussion by Cathy Arcoren: He did and Bosell appealed it. He came in with receipts that he was paying electricity bills and he went around.

Discussion by Fern Bordeaux-Boltz: But, see Cleve even stationed his guys out there for three (3) months and monitored it and that's why he cancelled it because it wasn't being used.

Discussion by Cathy Arcoren: See there's a catch though, the area Director gave it back to him because Cleve did not sign off on his report and those field inspectors did sign off on their reports. With all the work that three (3) month report that he didn't sign off on so.

Discussion by Mr. John Arcoren: What where trying to do is get that lot there were working with a church out of Joliet and were also working with a church out of Minnesota and out of Sioux Falls so when we get a piece of paper that we got that there coming in there and they're going to build several buildings and one (1) of them is for a pantry where people can come and eat and there's another one for children to play for youth that's all coming up but there waiting for us to get the paper here that's what their waiting for, it's been going for a year know or since 2007.

Question by Cathy Arcoren: Madam Chair, I have a question on that lease out here, I'm applying for an assignment out there, and I need three hundred sixty (360) acres of that. That's what were out there right now and is that lease is for five (5) years and do I have to wait for five (5) years?

Discussion by Fern Bordeaux-Boltz: TLE gives you a year to pay into your face value and then once that's paid in then you get that actual assignment than you give the lessee a notification that

at the end of the lease period year which is usually February of every year because your leases start March 1, than it comes out then and it start March 1, of that next year than you get control of it.

Discussion by Mr. John Arcoren: I want the Board to hear this. Douna years ago my dad owned that land he owned that land and what I understood out of that was the only way it could be sold or traded or whatever we all had to agree on it pretty soon here comes my sister and I hate to bring her into it and she came over and she gave me two hundred (\$200.00) dollars and I was living out here and I said what's that for? I'm just helping you out with two hundred (\$200.00) dollars. I said ok and thank you. So I found out that her and Charlie pop sold that land so I talked to different people that was familiar on what's going on and they said it's your land that's still your land yet it wasn't sold legally it was sold illegally.

Discussion by Fern Bordeaux-Boltz: I don't know, somebody can research but I looked at that years ago and It was an exchange assignment, executive land assignment know people don't understand even back in the "30's" when the Tribe was issuing out these executive land assignments it was an exchange for other lands from the allotter's and so people back in that era honestly thought you know the Tribe did a land exchange even though they got a exchange assignment paper you know they thought it was there's title and all but it's not. A lot of people in the past that have executive land assignments tried to sell them will it be their family member or some outside source they couldn't do it because the title of the exchange assignment what it's called the title of the land is in the name of the Rosebud Sioux Tribe. So we use to say will if so and so if you want to sell it to your brother and he wants to give you cash that's between you guys but you can never or the Rosebud Sioux Tribe will never sell their land to anybody. You can exchange it you can gift conveyance it to members of your family you can do all this and that.

Discussion by Mr. John Arcoren: There's one thing, one thing, my dad bought that from Shields Him.

Discussion and question by Fern Bordeaux-Boltz: The Bureau should have been sued for allowing that to happen. Getting back to what your here for, so Ernie can you talk to Buster Ham, you and Jerry let him know it was an error on both parties and if he would consider. Does that sound alright John?

Discussion by Mr. John Arcoren: It sounds right. But I'm going to talk to you folks later on about it, he bought that from an individual, Shields Him owed the land.

Discussion by Fern Bordeaux-Boltz: That's what weird John was. Did you ever research them old transaction? I did. Yeah they must of paid for them like that, but once they came into the Tribes arena then they did it on exchange assignments, well that individual even though he might of sold it, even though he owed an allotment if I gave it to Phyllis back in the day the Department of Interior gave them assignments on them they didn't give title to them, they gave them assignments, they put the name in trust United States of America to the Tribe. Shields Him that was his allotment. But he was going to sell it to you father so but back in those days the Department of Interior was doing they took the name of the land in the name of the Rosebud

Sioux Tribe and then like your dad ended up with an assignment on it. That was illegal what the Tribe did back in those days, it was very illegal but see there was a run by the Executive Land Committee to develop a land base for the Tribe that's why article eight (8) of the constitution is written the way it is. It doesn't allow for members to land exchanges with the Tribe and get title. Article eight (8) of the constitutional was formed so Tribal members can voluntarily exchange their land with the Rosebud Sioux Tribe but then again they wouldn't get it voluntarily that's what article eight (8) says so that's what the exchange assignment came into place but if you look at article four (4) it talks about exchanges of non Indians of the constitution but when the Tribe does that then they have to have the membership vote on that if a non Indian comes in here wants do a land trade with us according to article four (4) of the constitution the Tribe has to do a referendum vote know because they were doing those things back in the days back in the "30's" and we lost a lot of good Tribal land dealing with non Indians coming in and exchanging with the Tribe so when they did the constitution they put that article eight (8) in there because they knew that we had a lot Indian allotments but at the same time the Tribe thought they were protecting the allotments by doing it this way and some of them did it illegally. If that's the case John you need to bring that up at the Land and Natural Committee level. Thanks for coming in, it are good to see you.

Discussion by Mr. John Arcoren: Thanks for listening, but I know for facts I'm not going to name the old fell he's dead and gone but he was a real politician as ever was a politician he was a politician and the Tribe had given him a piece of land up there in Spring Creek above the Spring Creek dam, he sold it four (4) times, I know he did.

Question by Fern Bordeaux-Boltz: Does he still own the land?

Discussion by Mr. John Arcoren: Whoever bought it last probably still owes it. He sold Mustang Meadows four (4) times. He was Chairman of the Rosebud Sioux Tribe at that time.

Question by Rose Cordier: Call Steven Sandven and see if he available by 12:20 P.M.?

Question by Fern Bordeaux-Boltz: 12:20 P.M., Howard to?

Discussion by Rose Cordier: Howard to.

Discussion by Fern Bordeaux-Boltz: Let's grab our lunch real quick and then we'll have our conference all at 12: 20 P.M. Steven first.

Lunch at 12: 10 P.M.

Convene at 12:41 P.M.

Conference call to Howard Valandra.

Discussion and questions by Rose Cordier: Hello Howard, this is the TLE Board. Everyone is here, Fern, Dominic, Clayton, John, Robert and Phyllis is taking minutes and Shelly Piper is here and absent is Rodney and Smokey, there both out. We have question on the lease with Shelly? I

guess the question was that she never paid in December and went over a possible plan to be presented to use to lower her monthly payment but it never go to us as far as we know.

Conference call with Howard Valandra: We met a couple of days before I left and she talked about at that point she wasn't able to afford twenty five hundred (\$2,500.00) dollars a month and she made one payment of five hundred (\$500.00) dollars she sat down with Bob Wood and Ernie and come up with a under structuring of the lease agreement but continue to make some type of payment on it to show that she was able to do something with it, we discussed options such as lower payments during the slow winter months and increase the payments during the summer months, things like that but those were all discussions.

Question by Fern Bordeaux-Boltz: Howard, this is Fern, I'm just going to read you a little sentence in Shelly's letter to the TLE Board as a result to her meeting with you. It just said, I was also under the impression that due to the enormous expense to heat the building that my lease payment should be six hundred (\$600.00) dollars for six and a half (6 1/2) months of January, February March, April half of October, November and December and eight hundred (\$800.00) dollars for five and a half (5 1/2) months for April, May, June, July, August and September. Is that kind of the figure that was mentioned? I mean I was just reading her letter?

Discussion by Howard Valandra: She didn't really talk about the actual dollar amount because at that point we had just gone over and had put some insulation in that restraint part which was suppose to help with reducing some of the heating cost that was associated with trying to heat that building. I don't believe we talked about the actual numbers because I was leaving and that would be something she would need to discuss with Robert Wood and Ernie and eventual come to the Board with it but I told her to be realistic with her numbers on both sides and because it wasn't enough and obviously the Board had to take that into consideration if it was too much and she couldn't afford the business and one of the things I suggested to Robert Wood is that in December a year before that's when the waterline had busted in the building and to make sure that we have it occupied because it was important that if it wasn't occupied that we would end up probably in a similar situation.

Question and discussion by Fern Bordeaux-Boltz: Ok! Do the Board members have any questions for Howard?

Question by Clayton Wright Jr.: Howard, you guys never put anything in writing or anything like that?

Discussion by Howard Valandra: No we didn't because she had, it was more about what was the actual cost and I think that it the important thing we were discussing is what's it taking; her to operate it because she started in June which is summertime and then by December it started getting very cold and towards the end of November or the first of December that's when the propane bill became a issue at that point she didn't have a real good history of what it was actually going to cost to run the place and understanding that these costs that she was incurring such as heat and light, those two costs were for example would be costs that TLE would have even if we ask her to leave the building. But we have to have someone up there constantly.

Question by Shelly Piper: Howard, I was just going to ask you if you recall remember I'd have to drive back up to White River to type up that request so we just typed it up on ;your computer and printed it out and I signed it?

Discussion by Howard Valandra: You know I don't know if I typed it out it would probably still be on there. But because the thing I remembered Shelly we were concerned about is the idea that you were making some effort of payment but to assure you this idea of the twenty five hundred (\$2,500.00) dollars the Board was going to make due to the slowness of the business you were just not going to make that.

Discussion by Michelle Piper: Ok, I just recall a letter being typed up about going back retro on some of the lease and not having a lease due in until spring, I just recall that. I could be mistaken But that's what I recall.

Discussion by Howard Valandra: If I did type that up and I don't remember doing that it would still be on the computer.

Discussion by Michelle Piper: Ok.

Discussion by Howard Valandra: I think in fairness TLE tried everything in the past they tried everything to maintain that facility and I commendable for the Board to continue to support you on that.

Discussion and question by Michelle Piper: Thank you. Anything else?

Question by Fern Bordeaux-Bolt: Anybody else have any questions, comments to Howard well he's on the line? If not Howard I want to thank you for allowing us to speak with you.

Discussion by Howard Valandra: Oh it's all right. Thank you.

Question by Fern Bordeaux-Boltz: Who has Howard's computer that he was using? Is that the one Leroy has? We'll have Leroy look for it. He'll be in this afternoon right?

Discussion by Robert Wood: He'll be in at 1:00 p.m.

Discussion by Fern Bordeaux-Boltz: So our last correspondence with Sandven is in your packet where Shelly was requesting to remove the other lady Kaylee off and that was the last. Mr. Sandven looked at everything but since then her partner there never did attempt to talk to Shelly since she still has the key to the facility and we got to know what to do from here. As far as the lease goes if we should remove her by know but and I don't know why she still has a key but in the lease she's listed as a partner probably why she still has a key but being this long into it you know there's not attempt to try to reconcile with Michelle this Kaylee should of remitted that key back to TLE if anything. So I guess know we call Sandven but I don't know what?.

Discussion by Rose Cordier: Well I think if we did call him one of the question s could be I mean I think we can eliminate know but do we want to?

Discussion by Clayton Wright Jr.: I guess rather than having it heard from the hip I just as soon as he is here and hear what he has to say rather than that way he can digest it a little better.

Discussion by Fern Bordeaux-Boltz: Ok will were doing this she can't afford the twenty five hundred (\$2,500.00) dollars a month right know that's stipulated in this commercial lease we should lower it?

Question by Dominic Harmon: How much?

Discussion by Fern Bordeaux-Boltz: Well in this new letter here she has like six hundred (\$600.00) dollars for the winter months and up to eight hundred (\$800.00) dollars for the five and half months starting April to September.

Discussion and question by Michelle Piper: I only owe fifteen thousand (\$15,000.00) dollars and I would like to retro it back on my winter and I am asking the Board to look at it as a whole picture feasibly, it encompasses whole aspect as to what I'm saying is that I was under the understanding that we were going to retro it back to October and then I wasn't you know it makes it hard for me to put a number on it when I'm looking at a fifteen thousand (\$15,000.00) dollar bill in the back of my mind. Does that make sense?

Discussion by Fern Bordeaux-Boltz: You made one payment that was through October because we deferred three (3) months so your first payment was due in October which you paid and you haven't paid since.

Discussion by Dominic Harmon: Once our Director and lawyer look it over I mean I'm sure there will be some changes made due to stuff we didn't do when were suppose to do, there will be a lot of research done what it sounds like with that I don't think we could mess with any of that until we figure out what actually went on. If you should pay that fifteen thousand (\$15,000.00) dollars are we should lower or what? There are some things that were supposed to do that we didn't and how much it cost the business. But we need or Director and lawyer to research that so at this point we have to decide if cancel her or move on to a lower lease and if we got to figure out what you can pay.

Discussion by Clayton Wright Jr.: Madam Chair, her history shows what she can pay and she hasn't paid anything but the five (\$500.00) dollars.

Discussion by Fern Bordeaux-Boltz: She made a twenty five hundred (\$2,500.00) dollar payment.

Discussion by Dominic Harmon: In increments.

Discussion by Clayton Wright Jr: She made five hundred (\$500.00) dollars.

Discussion by Michelle Piper: I paid twenty five hundred (\$2,500.00) dollars.

Discussion by Fern Bordeaux-Boltz: The five hundred (\$500.00) was her deposit and she did make a payment of twenty five hundred (\$2,500.00) dollars in October.

Discussion by Dominic Harmon: It doesn't look good not pay a lease so long but we just don't have all the information right know and we need a lawyer and or Director pulled out altogether from us so we got to figure out what we want to do from here, were pulling for cancellation or do we want to work with her until we figure it out.

Discussion by Fern Bordeaux-Boltz: I would still suggest that we set this, I don't think we should cancel right know there's room for negotiation even with REDCO. Ernie said Tuffy said he would work with Shelly if TLE turns it over to REDCO that they would work with her but for now I think that she still be charged the twenty five hundred (\$2,500.00) dollars a month and I guess according to the lease it's going to have to stay that way until our attorney and our Director take a look at this, look at all the pertaining documents that were given to use today and let Amanda and with Steven work out a something that she was working on with Howard and come back to our July meeting unless they can do it by the June meeting.

Discussion by Dominic Harmon: Hopefully they can do it before then, do it as soon as possible.

Discussion by Fern Bordeaux-Boltz: That's the route I would recommend to this Board is that Shelly came today to address her letter today, talked to Mr. Valandra and some of the things he said was it was two days before he was leaving and eventually he did give some direction but nothing happened so I think we'll wait until Amanda gets here and let her and Steven work with this with you and come back with some resolve and if you're not satisfied and we go for cancellation. REDCO really needs to take over as soon as possible to get TLE our function pertaining to that facility because we cannot manage it but I don't know Shelly, that's just my recommendation and if it were up to me with Steven and Amanda both and your still not satisfied then yes we'll go for cancellation and like Rose said REDCO you still could have the Boys and Girls Club there because their mission is to go outreach to each community and eventually develop a Boys and Girls Club that was the reason why we purchased this facility was that purpose, so it's coming down the road but again it was a great struggle for you and your finding out that it took a lot more than you expected and so I think is my recommendation to this Board were not going to take action today or I would prefer rather not to take action today until Amanda and Steven look at everything and come back with a recommendation to this Board and if your satisfied or not satisfied then either way we need to get this resolved. I'm glad you were able to come in today with the Board and give you that opportunity but we'll see what management when our new Director comes in and see how fast she can get Steven on the phone and get working on this and then at the same time as us TLE we would have to meet with REDCO.

Motion by Clayton Wright Jr. that these contracts will remain the same and everything will go on as the same until a new Director and Steven Sandven can review all pertinent documents and come back with a recommendation no longer than thirty (30) days. Seconded by John Spotted Tail. Vote 4 in favor, 0 opposed, and 1 not voting. MOTION CARRIED.

Discussion by Rose Cordier: Madam Chair, I just want to let Shelly know that I voted to negotiate and I think in the best interest of Shelly sadly she cannot make the payments but she can make something. I was going to say that at least pay one thousand (\$1,000.00) dollars a month a least because Howard even said that we have to have someone in there and or we have to have a lease signed and we have to have propane and electricity on at all times and its going to be expensive but we have to have some money coming in so.

Question and discussion by Fern Bordeaux-Boltz: Would you be willing to send something in Shelly? You will be delinquent but you're not making any effort at all at least make some type of effort to pay something.

Question by Michelle Piper: Will the Board revisit the expenses on the reimbursements I have?

Discussion by Fern Bordeaux-Boltz: That's what Amanda has to look at the whole picture again.

Discussion by Michelle Piper: I had itemized in chronological order so you could have it here.

Question by Fern Bordeaux-Boltz: Do you have all the documents with you when Amanda when she get here tomorrow but you know she will contact you see when you guys can meet and get all this together. At some point in time she'll call Steven but Clayton the motion is that they get this done within thirty (30) days so can you pay something? Document everything like you have been.

Discussion by Michelle Piper: I will visit with my husband see what he can afford, go from there, we have no money whatsoever you guys I can't make any promises to the amount today I'm sorry because he will be paying it.

Discussion by Fern Bordeaux-Boltz: Well I want to thank you for coming again Shelly, it took you a while to get here but you got your audience today.

Discussion by Michelle Piper: I appreciate your time and I appreciate your understanding and everything. I hope we can come to some type of agreement as we sit and stand with the whole issue and move forward. Enjoy your day.

Discussion by Robert Wood on isolated tracts. We requested from the BIA to list all isolated tracts that were available out there and they gave us a list of two pages and the following two pages is every isolated tract they have and they should be on here because I think Steph said she put them on here.

Question by Fern Bordeaux-Boltz: These are the newly acquired right? Ok. These are the newly acquired one they're not on the last page and there are what Wells Fargo is wanting us to add to the mortgage. They all need to be appraised but my understanding from Clay is that they want any more land that the Tribe has purchased since the first mortgage with them and they wanted added to the current mortgage but we were discussing that do we want to do that or do we want to go to another bank and start another loan at another bank. That process takes so long so I don't know so I guess if I someone could prepare the resolution to add these into Wells Fargo but

that's going to be Council decision the more we go the more mortgage to them as we acquire these tracts of land in Tripp, Gregory and Mellette were there isolated and their certified by the Bureau, Wells Fargo is going to want us to add them to the mortgage.

Question by Robert Wood: And this was brought about because of the Crazy Horse Creek. Potential purchase so they wanted to see the currently at that time there was not enough in their to purchase so that's why we request this information from the BIA so that's how this originally came about.

Question by Dominic Harmon: Crazy Hole, Josephs?

Question by Fern Bordeaux-Boltz: Is that Josephs property? See now since then the Tribal Council has been approached by Mule Head Ranch.

Discussion on Mule Head Ranch.

LEASING:

2. Dominic Harmon transferring leases to Tripp County-FSA office.
Motion by Clayton Wright Jr. to approve Tripp County FSA office because it's easier to Work with. Seconded by Rose Cordier. Voting 3 in favor 0 opposed, 2 not voting.
MOTION CARRIED.

Discussion to have Ernie or Robert to contact FSA office in White River, SD to come to meeting in June for an overview.

3. Chamberlain land, follow up with Patty Jones.
Motion by Rose Cordier to reimburse Lema & Marvin Shouldis. Seconded by Clayton Wright Jr. Voting 4 in favor, 0 opposed, 1 not voting. MOTION CARRIED.

Motion by Clayton Wright Jr. to reimburse Mr. Chamberlain six thousand six hundred (\$6,600.00) dollars. Seconded by Dominic Harmon. Voting 4 in favor 0 opposed 1 not voting. MOTION CARRIED.

4. Range unit 15, pasturing authorization.
Motion by Dominic Harmon to grant the P.A. to M.M. & M. Company, INC. Seconded By John Spotted Tail... Voting 4 in favor 0 opposed 1 not voting. MOTION CARRIED

Discussion to have Ernie follows up.

5. Dean Yellow Hawk trespassing.
Motion by Clayton Wright Jr. to authorize and precede with the unauthorized utilization of pasture Ref. #2672 T-11081. Seconded by John Spotted Tail. Voting 4 in favor 0 opposed 1 not voting. MOTION CARRIED.

6. Special meeting for lease policy and MOU. Unperfected lease. Set up meeting next week on Thursday, June 03, 2010 at 10:00 am for a Special meeting on Leasing Policy and MOU.

7. Sealed bids.

Motion by Clayton Wright Jr. to award Kathleen High Pipe the one (1) year lease at minimum rate. Seconded by Dominic Harmon. Vote 4 in favor 0 opposed 1 not voting. MOTION CARRIED.

Motion by Clayton Wright Jr. to deny Lonnie Two Eagle request. Seconded by Dominic Harmon. Voting 3 in favor 0 opposed 2 not voting. MOTION CARRIED.

8. Tom Toman at \$40.00 per acre for farmland for five (5) year lease.

Ref. #4817/fee	100%
Ref. #4818/fee	100%
Ref. #4819/fee	100%
Ref. #4821/fee	100%
Ref. #4822/fee	100%

Motion by Clayton Wright Jr. to approve as proposed. Seconded by Rose Cordier. Voting 4 in favor 0 opposed 1 not voting. MOTION CARRIED.

9. Clarene Strokebrand, remove land from range unit 116 and lease for \$10.00 per acre for grass land. Buffalo requirement fencing.

Ref. #3829/RS-1341	83 % range unit 116
Ref. #2041/T1331	100% range unit 116
Ref. #2957/T1156	100% range unit 116
Ref. #213-01/T1352	100% range unit 116
Ref. #807/T1352	100% range unit 116
Ref. #4699/RS-3761	100% range unit 116

Motion by Dominic Harmon to approve Clarene Strokebrand. Seconded by Clayton Wright Jr. Voting 3 in favor 0 opposed 2 not voting. MOTION CARRIED.

10. Merle Fast Horse, \$10.00 per acre for grass land for a five (5) year lease

Ref. #3872/RS-1950	100%
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Motion by Clayton Wright Jr. to approve Ref. #3872/RS1950 for two (2) days, five (5) years as amended. Seconded by Dominic Harmon. Voting 4 in favor 0 opposed 1 not voting. MOTION CARRIED

11. William Huber, \$20.00 per acre for farm and \$10.00 per acre for grazing.

Ref. #301/T1368	100%
Ref. #444/RS-1942B	50%
Ref. #554/RS-1605	100%
Ref. #3377/RS-2094A	85%
Ref. #3828/T11090	100%
Ref. #2462/T4184	100%
Ref. #3928/T11134	100%

Ref. #2671/T11133 100%

Motion by Clayton Wright Jr. to approve as proposed. Seconded by Dominic Harmon.
Voting 4 in favor 0 opposed 1 not voting. MOTION CARRIED.

12. John Wooden Knife, \$10.00 per acre for grazing.

Ref. #991/T2032 100%

Ref. #1394/T1978 100%

Motion by John Spotted Tail to approve as proposed. Second by Clayton Wright Jr.
Voting 4 in favor 0 opposed 1 not voting. MOTION CARRIED.

13. Amos Prue III, create a range unit or unitized lease. Ernie is having Amos Prue III work
With Land & Natural.

Motion by Clayton Wright Jr to approve as proposed. Seconded by Dominic Harmon.
Voting 4 in favor 0 opposed 1 not voting. MOTION CARRIED.

Motion by John Spotted Tail to approve on TLE's 50% of hay on the Dog Soldier land.
Seconded y Clayton Wright Jr. Voting 4 in favor 0 opposed 1 not voting. MOTION
CARRIED.

Discussion by Ernie regarding Webster Two Hawk and is requesting to put up ninety (90) shares
of certificate for bond.

Motion by Clayton Wright Jr. to authorize ninety (90) shares of certificate for bond.
Seconded by Rose Cordier. Voting 4 in favor 0 opposed 1 not voting. MOTION
CARRIED.

Off the record at 3:05 pm
Back on record at 315 pm

Discussion by TLE Board regarding Webster Two Hawk.

Motion by Rose Cordier to authorize Fern Bordeaux-Boltz to write a letter to RST
Council on Violation Ethics regarding Webster Two Hawk. Seconded by Dominic
Harmon. Voting 4 in favor 0 opposed 1 not voting. MOTION CARRIED.

Discussion by TLE Board on receptionist.

1. Pam Kills in Water
2. Tonya Marshall, alternative

Motion by Clayton Wright Jr. to approve the highest score for receptionist. Seconded by
Dominic Harmon. Voting 4 in favor 0 opposed 1 not voting. MOTION CARRIED.

Motion to adjourn by Clayton Wright Jr. Seconded by Dominic Harmon. Voting 4 in favor 0
opposed 1 not voting. MOTION CARRIED.

Adjourned at 3:35 pm

Fern Bordeaux-Boltz/ *FB*
Fern Bordeaux-Boltz
Chairman
Tribal Land Enterprise
Board of Directors

Rose Cordier
Rose Cordier, Secretary
Tribal Land Enterprise
Board of Directors

Date of Approval: 031014