



41877 Hwy 212  
P.O. Box 747  
Lame Deer, MT 59043

Phone: 406.477.6318.6118  
Fax: 406.477.6779  
Email: ncuc@rangeweb.net

July 31, 2019

Mr. Brian Chestnut  
Ziontz Chestnut Law Office  
2101 4<sup>th</sup> Avenue  
#1230  
Seattle, WA 98121

Via: Federal Express

RE: Adamas Construction

Dear Brian:

Attached herewith, please find a cashier's check in the amount of \$95,400.00 to be deposited into your Trust Account, as agreed upon at the meeting with the Board of Commissioners. Upon settlement of this dispute, payment will be made from your firm.

This check constitutes the final payment for the Sludge Removal Project from Indian Health Service on behalf of Adamas Construction and the Northern Cheyenne Utilities Commission.

If you have any questions, please don't hesitate to contact me.

Respectfully,

  
Adam Spang  
General Manager

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK, THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.



First Interstate Bank  
(406) 255-5000  
401 N. 31st St. P.O. Box 30918  
Billings, Montana 59116  
AGENT FOR MONEYGRAM

5071716824

93-541/920

DATE Jul 29, 2019

REMITTER NORTHERN CHEYENNE UTILITY COMMISSION

PAY TO THE ORDER OF ZIONTZ & CHESTNUT LAW FIRM

\$ 95,400.00

PAY 95,400 DOL 00 CTS  
EXACTLY 95,400 DOL 00 CTS

3602 OFFICIAL CHECK

DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.  
P.O. BOX 9476, MINNEAPOLIS, MN 55480  
DRAWEE: FIRST INTERSTATE BANK  
BILLINGS, MT

109200541100507

17168244

014913 / M 3653935



United States Department of the Interior  
Bureau of Indian Affairs  
Northern Cheyenne Agency  
P.O. Box 40  
Lame Deer, MT 59043

RECEIVED

OCT 9 2019

Initial: JS

IN REPLY REFER TO:  
EXECUTIVE DIRECTION

OCT -3 2019

Rynalea Peña, President  
Northern Cheyenne Tribe  
P.O. Box 128  
Lame Deer, MT 59043

Dear President Peña:

This is in reference to Northern Cheyenne Tribal Council Resolution No. DOI-139 (2019) enacted on September 6, 2019 and received on September 23, 2019.

Resolution No. DOI-139 (2019) approves the Adamas Construction Settlement Agreement.

Resolution No. DOI-139 (2019) is hereby noted. The Northern Cheyenne Tribal Council has the authority to take this action pursuant to Article IV, Section 1 (r), of the Amended Constitution and Bylaws of the Northern Cheyenne Tribe.

Pursuant to Article IV, Section 4 of the Amended Constitution & Bylaws of the Northern Cheyenne Tribe, the Superintendent has authority to respond to said resolution.

All necessary copies of this resolution have been retained for our files.

Sincerely,

  
Acting Superintendent

Enclosure

**TRIBAL COUNCIL OF THE NORTHERN CHEYENNE  
NORTHERN CHEYENNE RESERVATION  
LAME DEER, MONTANA**

**RESOLUTION NO. DOI-139 (2019)**

**APPROVAL ADAMAS CONSTRUCTION SETTLEMENT AGREEMENT**

**WHEREAS**, the Northern Cheyenne Tribal Council ("Tribal Council") is the governing body of the Northern Cheyenne Tribe ("Tribe"), organized and operating under the Tribe's Amended Constitution and Bylaws approved by the Secretary of the Interior on May 31, 1996;

**WHEREAS**, the Tribal Council is authorized under Article IV, Section 1(e), of the Tribe's Constitution to engage in any business that will further the economic well-being of the members of the Tribe and to undertake any economic activity of any nature whatever not inconsistent with law or any of the provisions of the Tribe's Constitution;

**WHEREAS**, the Tribal Council is authorized under Article IV, Section 1(f), of the Tribe's Constitution to administer any funds within the control of the Tribe and to make expenditures from available funds for Tribal purposes;

**WHEREAS**, Michelle & Nathan Pierce are the sole owners of Adamas Construction, a Professional Limited Liability Company incorporated under the laws of Montana ("Company");

**WHEREAS**, as explained in the attached Settlement Agreement between the Company, the Tribe and Northern Cheyenne Utilities Commission, the Company alleges it is owed money and a truck for a variety of services it alleged it provided in 2018 and 2019;

**WHEREAS**, the parties have reached an agreement to fully and finally resolve all claims or allegations between them as set forth in this Agreement.


**THEREFORE BE IT RESOLVED** that The Tribal Council hereby approves the Settlement Agreement between Adamas Construction, the Tribe and the Northern Cheyenne Utilities Commission and authorizes the Tribal President to sign the Agreement.

**PASSED, ADOPTED AND APPROVED** by the Northern Cheyenne Tribal Council by 9 votes for passage and adoption, 0 votes against passage and adoption, and 0 abstentions this 6<sup>th</sup> day of September 2019.



Rynalea Peña, President  
Northern Cheyenne Tribe

**ATTEST:**



Melissa Fisher, Acting Secretary  
Northern Cheyenne Tribe

**Noted:**



**Acting Superintendent**

**OCT - 3 2019**

41877 Hwy 212  
P.O. Box 747  
Lame Deer, MT 59043



Phone: 406.477.6318.6118  
Fax: 406.477.6779  
Email:ncuc@rangeweb.net

### SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into this 11<sup>th</sup> day of September by and between Adamas Construction, 16550 Cottontail Trail, Shepherd, MT 59079, and Nathan Pierce (collectively the "Company") and the Northern Cheyenne Tribe, 600 Cheyenne Ave, Lame Deer, MT 59043, its utility the Northern Cheyenne Utilities Commission (collectively the "Tribe"), on behalf of the Company and the Tribe and on behalf of their past and present parents, subsidiaries and affiliates, and their respective past and present predecessors, successors, assigns, representatives, officers, directors, agents, attorneys, insurers, and employees.

### RECITALS

Michelle & Nathan Pierce at all times relevant are the sole owners of Adamas Construction, a Professional Limited Liability Company incorporated under the laws of Montana.

The Company alleges it is owed money for sludge removal from the Lame Deer Wastewater Treatment Facility and for disposing of the sludge per Contract IHS PROJECT BI 16-N39. For purposes of this Agreement, the term "sludge" refers to all materials removed by Company from the Lame Deer Wastewater Treatment Facility, including but not limited to, wastewater, treated waste, and other materials contained within wastewater or treated waste.

C. The Company alleges it is owed \$8,406.60 for work performed on the Lame Deer sewer main camera and cleaning project Contract No. BI-17-N61 ("Lame Deer Sewer Main Project Claim").

D. The Company alleges it is owed \$4,000 for water repair at the United States Postal Service building in Lame Deer ("Postal Service Claim").

E. The Company alleges it is owed a Blue 1999 Ford F-650 Pump Truck as a result of an agreed upon exchange for work performed on the Lame Deer Eastside broken water main (See Inv. No. NCUC-05-2017-ESWR, 11/24/2017) ("Eastside Water Main Project Claim").

F. The parties have reached an agreement to fully and finally resolve all claims or allegations between them as set forth in this Agreement.

## AGREEMENT AND RELEASE

Payment to Company. In consideration for signing this Settlement Agreement which includes the Waiver and Release of Claims and other agreements and promises made by Company herein, the Tribe agrees to pay the Company the total sum of \$95,000.00 within 2 business days of the effective date of this Agreement by delivering a check payable to Adamas Construction at its address listed above.

2. Waiver and Release of Claims by Company. The Company fully, finally, and forever releases and discharges the Tribe from any and all claims and rights of any kind that the Company may have now or in the future whether now known or unknown, suspected or unsuspected, including, but not limited to, any claims for tort, breach of oral or written contract, breach of covenant of good faith and fair dealing, unjust enrichment, or third party beneficiary. Notwithstanding the preceding sentence, the Company shall receive the following payments or other consideration under the following circumstances:

a. only if the Northern Cheyenne Utilities Commission receives funding from the U.S. Indian Health Service for up to \$17,400 for the sludge disposal, NCUC shall pay the amount received to Adamas Construction;

b. only if the Northern Cheyenne Utilities Commission receives funding from the U.S. Indian Health Service to pay for the Lame Deer Sewer Main Project Claim, it shall pay that amount to Adams Construction up to \$8,406.60;

c. only if the Northern Cheyenne Utilities Commission receives more than \$1,000 (the reconnection fee) funding from the U.S. Postal Service, it shall pay the amount that exceeds \$1,000 up to \$4,000 to Adamas Construction;

d. the Northern Cheyenne Utilities Commission shall cooperate to make the Blue 1999 Ford F-650 Pump Truck available to Adamas Construction and assist to extent possible to ensure that the title is transferred to Adamas Construction.

The only exceptions to the waiver and release at the beginning of this Section 2 are listed in Subsections 2.a – d.

Under no other circumstances, other than those listed above which are all contingent on the acts of non-parties to this Agreement, shall the Tribe have any monetary obligation to Adamas Construction.

Under no circumstances, other than those listed in this Agreement, shall the Tribe have any non-monetary obligation to Adamas Construction.

3. No Communication with Third Parties. The Parties will not disparage each other in any manner to anyone except immediate family members and its attorneys and accountants for five years from the effective date of this Agreement.

4. Non-Interference and No Solicitation. The Company, on behalf of past and present parents, subsidiaries and affiliates, and their respective past and present predecessors, successors, assigns, representatives, officers, directors, agents, attorneys, insurers, and employees, agrees to take no action to interfere with any operations or business of the Tribe. The Company also agrees to not solicit, accept or carry out any business, contract or employment from the Tribe for five years from the effective date of this Agreement. The Tribe agrees to take no action to interfere with any operations or business of the Company. The Tribe also agrees that it will not solicit any of the Company's services for five years from the effective date of this agreement.

5. No Transfer of Claims. Company represents and warrants that it has not and will not assign, transfer, or purport to assign or transfer, to any person, firm, corporation, association, or entity whatsoever any term or condition of this Agreement, or any claim waived or released in Section 2 above.

6. Entire Agreement. This Agreement shall not be changed unless in writing and signed by duly authorized representatives of the Company and Tribe. This Agreement contains the entire agreement and understanding between the Company and the Tribe with respect to any and all disputes or claims that the Company has, or could have had, against the Tribe, whether now known or unknown.

7. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provisions, which shall remain in full force and effect. If any portion of this Agreement is found invalid, the parties agree to enter into a full and general release by Company that is not invalid.

8. Construction of Agreement. Each party and counsel for each party to this Agreement has had the opportunity to review this Agreement, and accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in any interpretation of this Agreement.

9. Company's Representations. The Company warrants and represents: (1) that it has started no legal action of any kind to pursue claims referenced in this Agreement; (2) it has filed no liens or other encumbrance on the equipment or materials that belong to the Tribe; (3) that the undersigned has the authority to bind the Company and is authorized to do so; that (4) Nathan Pierce has read and understands this Agreement, is fully aware of its legal effect, and has entered into it freely and voluntarily based on his own judgment and the advice of an attorney. The representations set forth in this Section 9 are important aspects of the bargain and consideration received by the Tribe by virtue of this Agreement.

10. Effective Date of Agreement; Counterparts. This Agreement becomes effective immediately upon execution by all parties. This Agreement may be executed in counterparts.

11. Enforcement. This Agreement is enforceable in Northern Cheyenne Tribal Court, and the Company consents to jurisdiction of the Northern Cheyenne Tribal Court.


Adamas Construction

By: \_\_\_\_\_ Dated: \_\_\_\_\_, 2019.  
Nathan Pierce  
\_\_\_\_\_  
\_\_\_\_\_

Nathan Pierce, Individually

By: \_\_\_\_\_ Dated: \_\_\_\_\_, 2019.  
Nathan Pierce

Northern Cheyenne Tribe

By:  Dated: 9/12/19, 2019.  
Rynalea Peña Whiteman  
President  
Northern Cheyenne Tribe

Northern Cheyenne Utilities Commission

By:  Dated: 9/11, 2019.  
Adam Spang  
Director  
Northern Cheyenne Utilities Commission



**ZIONTZ CHESTNUT**  
ATTORNEYS AT LAW

RICHARD M. BERLEY  
MARC D. SLONIM  
BRIAN W. CHESTNUT  
BRIAN C. GRUBER  
BETH A. BALDWIN  
WYATT F. GOLDING  
ANNA E. BRADY

FOURTH AND BLANCHARD BUILDING  
2101 FOURTH AVENUE, SUITE 1230  
SEATTLE, WASHINGTON 98121-2331  
TELEPHONE: (206) 448-1230  
FAX: (206) 448-0962  
WWW.ZIONTZCHESTNUT.COM

RECEIVED

OCT 17 2019

October 10, 2019

Initial: \_\_\_\_\_

Adam Spang  
Northern Cheyenne Utilities Commission  
PO Box 747  
Lame Deer, MT 59043-0747

Dear Adam,

As you know, your office forwarded a \$95,400 check to pay the principal amount in the Adamas settlement. It turns out the principal amount was \$94,000. Enclosed is the \$400 refund.

Sincerely,

ZIONTZ CHESTNUT



Brian W. Chestnut

Encl.

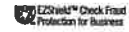
7136

**ZIONTZ CHESTNUT**

IOLTA TRUST ACCOUNT  
2101 4TH AVENUE, SUITE 1230  
SEATTLE, WASHINGTON 98121  
(206) 448-1230

HOME STREET BANK  
SEATTLE, WA 98101

19-8442-3250



DATE

NUMBER

AMOUNT

10/10/19

\*\*\$400.00\*\*

PAY \*\*\*FOUR HUNDRED DOLLARS EVEN\*\*\*

TO THE  
ORDER OF

Northern Cheyenne Utilities

AUTHORIZED SIGNATURE

⑈007136⑈ ⑆325084426⑆ 5310747903⑈

**ZIONTZ CHESTNUT**

DATE

TRUST NAME

PAY TO

DESCRIPTION

AMOUNT

7136

10/10/19

Northern Cheyenne Utilities

\$400.00

Return of overpayment from Adamas Construction settlement

CHECK DATE

CHECK NO.

CHECK AMOUNT

10/10/19

7136

\$400.00