

Fort Belknap Community Council

WHEREAS, the Fort Belknap Indian Community Council is the governing body of the Gros Ventre and Assiniboine Tribes of the Fort Belknap Indian Community, Fort Belknap Indian Reservation, Montana, by the authority of the Constitution and By-Laws of the Fort Belknap Tribes approved on the 13th day of December, 1935, and

WHEREAS, under the Constitution and By-Laws of the Fort Belknap Indian Community, the Community Council is charged with the duty of protecting the health, security and general welfare of the Fort Belknap Indian Community, and

WHEREAS, The Farm/Pasture Code was adopted by the Fort Belknap Community Council on May 15, 1995, and

WHEREAS, The Farm/Pasture Code is necessary for the orderly administration of the Natural Resources of the Fort Belknap Indian Reservation,

NOW THEREFORE BE IT RESOLVED, That the Farm/Pasture Code is hereby adopted and affirmed,

BE IT FURTHER RESOLVED, That the President and Secretary-Treasurer are hereby authorized to sign any and all documents required to complete and validate this transaction.

ATTEST:

Harlan Mount
Harlan Mount, President

Janice E. Hawley
Janice Hawley, Secretary-Treasurer

CERTIFICATION

I, the undersigned, as Secretary of the Fort Belknap Community Council of the Fort Belknap Indian Reservation, Montana, do hereby certify that the Fort Belknap Community Council is composed of 6 members, of whom 5 members, constituting a quorum were present at a meeting thereof, duly and regularly called, notice, convened and held this 15TH day of MAY, 1995, and that the foregoing resolution has been adopted by the affirmative vote of 5 for; 0 opposed; 0 not voting; 0 absent; 0 temp. absent; 1 excused; 0 temp. excused; and that the said resolution has not been rescinded in any way.

DATE: MAY 23 1995

Janice E. Hawley
Janice Hawley,
Secretary/Treasurer

FORT BELKNAP INDIAN COMMUNITY
Tribal Government

FORT BELKNAP AGENCY, HARLEM, MT.
Address

FARM/PASTURE ORDINANCE

BE IT ENACTED, THIS 15th day of May, 1995, by the Fort Belknap Community Council, pursuant to the powers vested in the Fort Belknap Community Council by Article V, Section 1, Sub-Section (8) and Article V, Amendment #1 - Sub-Section (s) of the Constitution, By-Laws and Corporate Charter of the Fort Belknap Indian Community of the Fort Belknap Indian Reservation, Montana.

SECTION I - DEFINITIONS: (25 CFR 166.1)

1. FARM LAND: Lands which are cultivated and used for the purpose of growing small grains or other cash crops. Farm land includes both 'summer fallow' and 'seeded lands'.
2. PASTURE LANDS: Lands leased for the purpose of grazing domestic livestock which are normally not accounted for under the Range Unit Permit System.
3. HAY LANDS: Lands lease for the purpose of cutting forage for feeding to livestock.
4. ANIMAL UNIT MONTH: Amount of forage required to support one (1) cow, with or with-out calf, under six (6) months of age, for one month:
 - A. 1 Cow = 1.00 AUM
 - B. 1 Horse = 1.50 AUM
 - C. 1 Sheep = 0.20 AUM
 - D. 1 Yearling = 0.75 AUM
5. ADULT: An individual who has attained their 18th birthday as of the anniversary date of the Lease.
6. INDIAN: Whenever the term "INDIAN" is used in this ordinance, it shall mean a "DULY ENROLLED MEMBER OF THE FORT BELKNAP INDIAN COMMUNITY".
7. INDIVIDUALLY OWNED LAND: Land or an interest therein held in Trust by the United States for the benefit of individual Indians and land or any interest therein held by individual Indians subject to Federal restrictions against alienation or encumbrance. Allotments in which the Tribe owns an Undivided Interest will be considered Individually owned lands for the purpose of this Ordinance.
8. TRIBAL LANDS: All Sole Ownership lands held by The United States of America in Trust for the Fort Belknap Indian Community.

9. **UNDIVIDED INTEREST LANDS:** Lands in multiple ownership. Those tracts in which the Tribe owns less than 50% interest will be administered as individually owned lands, and may not require concurrence of the Tribal Council for lease and permit, so long as there are reasonable rental and terms negotiated. Those tracts in which the Tribe owns greater than 50% interest will be administered as Tribal majority interest and will require concurrence of the Tribal Council for lease and/or permit.

10. **STATE SCHOOL SECTIONS:** State school lands administered by the Fort Belknap Indian Community Council. These lands are designated "Tribally Controlled Lands" for the purposes of this Ordinance.

11. **RANGE UNIT PERMIT:** A revocable privilege granted in writing limited to entering on and utilizing forage by domestic livestock on a specific tract or tracts of land.

12. **PERMITTEE:** An individual who holds a Range Unit Permit granted in writing. Limited to entering on and utilizing forage by domestic livestock on a specific range unit.

13. **LESSEE:** An individual who leases land from individual landowners, or the 'Tribe' for a specific purpose.

14. **RENTALS:** Value in dollars paid by a LESSEE for the use of land for which it is adapted.

15. **FEES:** A charge fixed by law for the use of a privilege under the control of the Fort Belknap Indian Community Tribal Government.

16. **SEASON-OF-USE:** The season-of-use is that time period within a Calendar Year that an individual LESSEE has requested and been approved to utilize the lands leased.

17. **TRESPASS:**

Domestic livestock in an area for which the 'owner' or 'agent' has no authorization, including, but not limited to, Rights-of-way, Housing Development complexes, and Communities (ie: New Town, Fort Belknap Agency, Rodeo Drive, Pine Grove, Mission, Chief Nosy, etc.). Livestock in 'Trespass' are subject to the Laws, Ordinances and Resolutions of the Fort Belknap Indian Community and/or the Bureau of Indian Affairs.

An individual may also be charged with TRESPASS under appropriate sections of the Law & Order Code by an individual landowner, lessee, B.I.A., Tribal Government or other authorized individuals.

18. **SUB-LEASE:**

A "Sub-Lease" is defined as utilization of a resource leased or permitted to one individual by a person who is not a party to the lease.

Historic usage of Tribally owned and/or Tribally Controlled AUM, forage, hayland, cropland in excess to enrolled member requirement has been that negotiated/bid lessees/permittees have been allowed to "stock" non-owned livestock on Tribally owned and/or Tribally Controlled lands. The historic practice of 'sub-leasing' Tribally owned and/or Tribally controlled resources may continue with the approval of the Tribal Council.

SECTION II: RENTALS: ALL rentals shall be collected by the Bureau of Indian Affairs, or Fort Belknap Community Council as appropriate, in advance annually. Leases for which rentals are not paid on the due date shall be subject to cancellation in accordance with existing rules, regulations and/or Tribal Ordinances or Resolutions.

SECTION III: RIGHT-TO-DO BUSINESS AND BRAND INSPECTION FEES:

A. ALL persons grazing livestock within the established boundaries of the Fort Belknap Indian Reservation shall be assessed a non-refundable Right-to-Do-Business Fee of \$1.00 per A.U.M. due and payable in advance prior to approval of a 'Crossing Permit' for the privilege of doing business within the Fort Belknap Indian Reservation. Non-payment of any fees due and payable under the terms of this Ordinance shall be cause cancellation of any Grazing Privileges, Permits and/or Leases authorized by Tribal Ordinance(s) and/or Resolution(s).

Non-members or Non-Indians owning or grazing livestock on lands that they are listed as owner or on lands that they have access to under Permit, Lease or Private Lease Arrangement are subject to any and all fees assessed under Tribal Ordinance or Law. Violation of any portion of Tribal Ordinance or Law shall be cause for impoundment of all livestock in violation. Failure to comply with the terms and conditions of Tribal Ordinance or Law may be cause for impoundment of equipment, crops or any other product involved in a violation.

B. All persons engaged in Agriculture within the established boundaries of the Fort Belknap Indian Reservation shall be assessed a non-refundable Right-to-Do-Business Fee of \$1.00 per acre on agricultural lands due and payable March 1 annually as follows:

(1) FARM LANDS will be assessed a Right-to-do-Business fee of \$1.00 per cultivated acre as established by the Lease Document.

(2) HAY LANDS will be assessed a Right-to-do-Business fee of \$1.00 per hay/harvested acre as established by the Lease Document or other sources.

C. PAYMENT OF FEES:

(1) All LIVESTOCK R.T.D.B. fees shall be payable in full, in advance, to the Fort Belknap Indian Community prior to the issuance of a crossing permit by the B.I.A. Non-Member Livestock retained within the Reservation shall be assessed the 'Right-to-do-Business Fee' per AUM on a semi-annual (six month) basis, or any portion thereof.

(2) All FARM LANDS/HAY LANDS R.T.D.B. fees shall be due and payable in full at the time rentals are due and payable in accordance with this Ordinance OR March 1 annually, whichever comes first.

D. EXCLUSIONS: INDIAN (Enrolled member) OWNED LIVESTOCK grazed under allocated rights or livestock owned by enrolled members of the Fort Belknap Indian Community and grazed on their own land or leased/permitted land shall be excluded from Right-to-do Business fees under this section. FARM/HAY LANDS owned or leased by enrolled members of the Fort Belknap Indian Community shall be also be excluded from R.T.D.B. fees under this section.

E. DISPOSITION OF FEES COLLECTED: The fees collected under this section shall be disbursed in accordance with a budget approved by the Tribal Council. Generally, fees will be disbursed in accordance with the priorities established by the Tribal Council.

F. BRAND INSPECTION FEES: ALL livestock (except ENROLLED MEMBER livestock) entering, and/or retained within, the boundaries of the Fort Belknap Indian Reservation for grazing, wintering, and/or feed-lot purposes shall be assessed a fee of \$0.50 (fifty cents) per animal as a Brand Inspection Fee. The Brand Inspection Fee is assessed on those livestock for which ADM are required.

Non-Member Livestock retained within the Reservation shall be assessed the 'Brand Inspection Fee' on a semi-annual (six month) basis, or any portion thereof.

Brand Inspection Fees may be used to help defray the costs of the Tribal Stock Inspection Program in accordance with a budget approved by the Tribal Council.

SECTION IV - CANCELLATION: Cancellation procedures for LEASES shall be governed by 25 CFR and this Ordinance.

Any lease of Tribal Lands cancelled for NON-PAYMENT of rentals shall not be subject to appeal. The only successful appeal to a lease cancelled for non-payment of rentals is payment of those rentals due within the thirty (30) day period immediately following notice of cancellation.

SECTION V - CROSSING PERMITS / STOCK COUNT RECORD / LIVESTOCK MANAGEMENT/MOVEMENT RECORD (LMMR):

A. CROSSING PERMITS: Crossing permits are required for any movement of livestock on or off the Fort Belknap Indian Reservation. Violation will be cause for cancellation of permits authorized by this Ordinance. Enrolled member livestock retained within the Reservation twelve (12) months of the year are exempt from the CROSSING PERMIT requirement.

B. STOCK COUNT RECORD: Periodic livestock count/inspections will be made by appropriate Tribal and/or B.I.A. Officials.

C. LIVESTOCK MANAGEMENT/MOVEMENT RECORD: As a part of the Stock Count Record, each individual, member or non-member who utilizes the grazing resources of the Fort Belknap Indian Reservation for the grazing of livestock MUST complete a 'LIVESTOCK MANAGEMENT/MOVEMENT RECORD' for any movement of livestock within the reservation. The 'LIVESTOCK MANAGEMENT/ MOVEMENT RECORD' must be completed for each Range Unit Permit, Farm /Pasture lease, Owner's Use tract, or Private Lease for which livestock are stocked. The following information must be completed as a part of the "LIVESTOCK MANAGEMENT/MOVEMENT RECORD" :

1. Name, address and Telephone of Lessee/Permittee /Landowner /Private Lease
2. Name, address and Telephone of Owner of Livestock
3. Number of Livestock, brand and location
4. Date livestock enter the premises
5. Date livestock are to leave the premises
6. Tract/Permit/Lease identification
7. Number of AUM authorized
8. Calculation of R.T.D.B. and Brand Inspection Fees

Three (3) days notice to the B.I.A. Range Department is required prior to any movement of livestock. Co-permittees will be notified of any crossing permits issued in a common-use grazing unit. Operators whose grazing units/pastures will be crossed by livestock being trailed will be notified when livestock will be trailed across their units/pastures prior to the livestock entering their units/pastures.

Any person who transports/trails livestock from the Fort Belknap Indian Reservation which have not been inspected by a Tribal Stock Inspector or authorized B.I.A. staff person will be subject to loss of grazing privileges on the Fort Belknap Indian Reservation and/or subject to a fine of not less than \$5.00 nor more than \$50.00 per animal moved without inspection. Any person who transports/trails any livestock owned by an enrolled member of the Fort Belknap Indian Community without the member's authorization must return said animal(s) at their own expense and may be subject to the penalties of this section on complaint of the member owner of the livestock.

The registered owner of the Brand on the livestock covered by the 'LIVESTOCK MANAGEMENT/MOVEMENT RECORD' will be added to the LIVESTOCK MANAGEMENT/MOVEMENT RECORD', with address & telephone number, in addition to the Individual in whose name the 'LIVESTOCK MANAGEMENT/MOVEMENT RECORD' and Crossing Permit is issued, including the address & telephone number.

SECTION VI - BONDS: All individuals with leases will be required to secure a performance bond suitable to the Superintendent, B.I.A., Fort Belknap Agency and the Fort Belknap Community Council to insure compliance with permit stipulations under the following conditions:

A. If full rental payments are made in advance on (January 1) and the individual LESSEE has a TRUST LAND BASE OF OPERATIONS, NO **performance (rental)** bond will be required. If the individual LESSEE does not have an Individually owned TRUST LAND BASE OF OPERATIONS, 100% **performance (rental)** bond will be required.

B. An inspection of ALL IMPROVEMENTS, including boundary and/or cross-fences, will be conducted prior to May 5 of each year. If the IMPROVEMENTS, including boundary and/or cross-fences, are found to require maintenance, NO CROSSING PERMIT will be issued until the required maintenance is completed.

C. A compliance bond for the full amount of the agreed upon improvements or special conditions may be required to assure completion of the improvements or special conditions.

SECTION VII - ANIMAL HEALTH (BRUCELLOSIS / Trichinomiosis, etc.): All persons who own or graze livestock within the boundaries of the Fort Belknap Indian Reservation, including Sub-Marginal lands, must follow the current Tribal / Federal / State Animal Health requirements.

SECTION VIII - FENCE MAINTENANCE: Maintenance of ALL boundary fences will be administered as herein provided. WHERE-EVER THE TERM "LEASE" OR "LEASE-HOLDER" IS USED IN THIS SECTION, IS SHALL INCLUDE ANY PERSON WHO CONTROLS LANDS WITHIN THE 'ENCLOSED AREA' (ie: Owner's use; private lessee, fee patent land owner, etc.)

A. CONSTRUCTION: When the exterior boundary of an established Lease Unit is changed, or when lands are withdrawn/not included in the Land Schedule, the person creating the change in the Lease Unit Boundary, or withdrawing/not including land in the Land Schedule, is responsible for construction of the new fence in accordance with the 'fencing standards' of this Ordinance, unless by mutual agreement, the Lessee(s) and the person(s) creating the change agree to a 'COMMON USE' arrangement. Any common use arrangement must be approved by the Fort Belknap Community Council and Superintendent. In the event a party to the 'COMMON USE' arrangement withdraws their concurrence/approval, the responsibility of new construction as stated above will apply.

B. MAINTENANCE: Fence maintenance will be in accordance with the 'fencing standards' of this Ordinance, regardless of the prior standards or the existing standards in their lease and/or permit.

1. The Lease holder(s) is/are required to maintain a proportionate share of those portions of the Lease Unit Boundary fence, including Reservation Boundary and Road rights-of-way, enclosing his/her Range Unit. LESSEE(s) are responsible to maintain the RIGHT ONE-HALF of the common boundary fence between his/her Lease and the other land user.

2. In Lease Units where there are more than one Lease holder/user, or in those units which have other users (ie: leases, owner's use; private leases, etc.), the fence that each Permittee/User is responsible to maintain will be shown on maps that will be made a part of the Lease. The amount of fence that each Permittee/User will have assigned will be determined by the percent (%) of the total acres that he/she has under permit/use. The area of Fence assigned will start in the most North-Westerly corner of the unit and assignments will be made alphabetically (permittee/User last name) proceeding clock-wise around the unit. Boundary and road rights-of-way fences will be included in the total length of the boundary fences, where they apply. By mutual consent between the permittees/user, with concurrence of the B.I.A. and Tribe, specific fencing responsibility other than those identified herein may be negotiated.

3. ALL Lease Unit Cross (interior) fences will be maintained by the permit holder(s)/user.

C. STANDARDS OF CONSTRUCTION/MAINTENANCE: In addition to commonly accepted fencing practices for a 'stock-tight fence', ALL fences administered within the Lease Unit system must meet the following standards:

1. HORSES & COW FENCE STANDARDS:

a. Post must be of steel or butt-treated wood (top not less than 3" diameter) not less than 5-1/2 feet in length with not less than 1-1/2 feet in the ground with 4' above ground.

b. Four strands of barbed wire securely attached to steel, cedar or treated wood posts.

c. Set (Brace) posts (Panels) to be constructed every 80 rods or at every change in the direction of the fence and/or as needed due to change in terrain. Water ways will be fence with a 'water gap' suitable for replacement.

d. ALL posts are to be firmly set in the ground not more than one rod (16.5 feet) apart.

2. SHEEP FENCE STANDARDS:

a. Post must be of steel or butt-treated wood (top not less than 3" diameter) not less than 5-1/2 feet in length with not less than 1-1/2 feet in the ground with 4' above ground.

b. Woven wire (not less than 39" in height) on the bottom of the posts, and 2 strands of barbed wire securely attached to steel, cedar or treated wood posts above the woven wire.

c. Set (Brace) posts (Panels) to be constructed every 80 rods or at every change in the direction of the fence and/or as needed due to change in terrain. Water ways will be fence with a 'water gap' suitable for replacement.

d. ALL posts are to be firmly set in the ground not more than one rod (16.5 feet) apart.

D. Individual Homesites will not be a part of the fence maintenance responsibilities of the Lessee(s), but will be the sole responsibility of the home owner.

SECTION IX - IMPROVEMENTS: ALL improvements placed on the land will become attached to the land and become a part of the land, unless prior provisions are made with the Fort Belknap Community Council, B.I.A. and landowner(s).

Each Lease will be 'inventoried' to determine "improvements", in addition to fencing, that will require maintenance. A maintenance schedule/requirement will be made a part of each lease.

New improvements negotiated and made a condition of the lease will be amortized in accordance with a "Plan of Operations" adopted and approved by the Tribal Council for this purpose.

SECTION X - ESTABLISHMENT OF LEASE BOUNDARIES: TRIBALLY OWNED/CONTROLLED lands will be leased in accordance with the LAND ACQUISITION LAND MANAGEMENT PLAN OF OPERATIONS, as amended.

Ten (10) year development leases may be issued for those areas for which specific development plans have been approved by the B.I.A. with concurrence of the Tribal Council in accordance with existing or amended regulations of the B.I.A. and/or Tribe.

SECTION XI - RENTAL RATES:

Rental rates for Tribally owned or Tribally Controlled lands will be determined by available sources, including but not limited to:

- B.I.A. Appraisals
- Public Bid
- Negotiations
- Similar lands leased in that geographic area

SECTION XV - LEASING OF TRIBALLY OWNED/CONTROLLED LANDS: Tribally owned/controlled lands will be leased in accordance with approved Tribal Land Management policies and procedures.

SECTION XVI - LEGALITIES: Legal matters originating from this ordinance may seek legal adjudication through the Fort Belknap Community Council and related appropriate legal systems as authorized.

ALL lands within the exterior boundaries of the Fort Belknap Indian Reservation, (including Sub-Marginal, Fee Patent, State, lands, etc.), used for grazing purposes shall be subject to all the provisions of this Ordinance.

Failure to comply with the requirements of this Ordinance shall be cause for cancellation or denial of grazing privileges within the Fort Belknap Indian Reservation.

ATTEST:

PRESIDENT, Fort Belknap
Community Council

Secretary/Treasurer, Fort
Belknap Community Council

19. AFTERMATH GRAZING:

A. DRY CROPLAND (SMALL GRAINS)

No residue consisting of volunteer grains, weeds, small grains and legume straw or other surface crop residue will be allowed to be grazed, baled for hay or straw or removed on CROPLAND DESIGNATIONS in this lease, unless the remaining surface residue is determined to be in excess of local Natural Resource Conservation Service surface crop residue management practices; to facilitate reducing erosion and improving soil quality. ACTIVATION of this provision shall require an approved cropping plan and the landowner(s) shall be entitled to compensation before grazing and/or removal of excess surface residue. THE PENALTY FOR UNAUTHORIZED GRAZING IS \$15.00 PER ACRE AND THE PENALTY FOR FORAGE REMOVAL IS \$25.00 PER ACRE, PLUS THE VALUE OF THE FORAGE REMOVED.

In the event aftermath grazing is approved, only livestock bearing the registered brand(s) of the lessees will be authorized on lands under lease, unless other arrangements are approved by the lessee(s), lessor(s) ie: landowners, and the Bureau of Indian Affairs.

B. IRRIGATED/NON-IRRIGATED HAYLAND:

No surface crop residue will be allowed to be grazed on HAYLAND DESIGNATIONS in this lease, unless the remaining surface residue is determined to be in excess of local Natural Resource Conservation Service surface crop residue management practices; to facilitate reducing erosion and improving soil quality. ACTIVATION of this provision shall require an approved cropping plan and the landowner(s) shall be entitled to compensation before grazing and/or removal of excess surface residue. THE PENALTY FOR UNAUTHORIZED GRAZING IS \$15.00 PER ACRE AND THE PENALTY FOR FORAGE REMOVAL IS \$25.00 PER ACRE, PLUS THE VALUE OF THE FORAGE REMOVED.

In the event aftermath grazing is approved, only livestock bearing the registered brand(s) of the lessees will be authorized on lands under lease, unless other arrangements are approved by the lessee(s), lessor(s) ie: landowners, and the Bureau of Indian Affairs.