

Amendments incorporated
June 18, 1999

January 1990
Feb. 17, 1992
March 2, 1992

Res. #65-92

LAND MANAGEMENT
PLAN OF OPERATIONS OF THE
FORT BELKNAP INDIAN COMMUNITY

I. NAME:

This Enterprise shall be known as the Fort Belknap Indian Community Tribal Land Management Enterprise, referred to herein as the "Enterprise".

II. PURPOSE:

The primary purpose of the Enterprise will be:

A. To acquire land or interests in land for the Fort Belknap Indian Community, hereafter referred to as the Tribe, for use by the Tribe and/or it's members in accordance with specific laws of the Tribe.

B. To administer all Tribally owned or Tribally controlled lands for the benefit of the Fort Belknap Indian Community and/or it's members.

C. To administer the revenue from the lands acquired, and all other income derived therefrom. (Recommended for deletion because the Tribal Council establishes the budget)

D. To acquire all lands available for purchase to prevent lands from being placed in Fee Patent status so as to maintain the Fort Belknap Indian Reservation, AND TO INCREASE THE LAND BASE, for use by present and future generations for members of the Tribe, to promote their social and economic well being.

III. LOCATION:

The Principal location of business for the Enterprise shall be at the Fort Belknap Agency, Montana, hereafter referred to as the Agency.

IV. AMOUNT AND SOURCE OF FUNDS:

A. The assets, liabilities, and proprietorship of the Enterprise are reflected on (Recommended for deletion [the financial statement of April 30, 1979] and add the following) the annual audit.

B. Additional advances from the Tribes Revolving Credit Fund may be made to the Enterprise for the Acquisition of Land. The terms thereof shall be in accordance with present income rates.

C. The Tribe may acquire funds from other sources with the approval of the (Recommended to delete Secretary of the Interior and replace with) Fort Belknap Community Council.

D. It is estimated that the revenue from the lands or interests in lands that may be acquired by the Enterprise with funds on hand will be in accordance with appropriate payment schedules.

E. The Community Council may invest additional Tribal funds in the Enterprise for the purpose of land acquisition or for the acceleration of debt reduction.

V. MANAGEMENT:

All functions of the Enterprise will be administered by a Committee of the whole, (See Res. #57-92) (Recommended to delete: one of whom shall automatically be the Vice-Chairman of the Community Council who shall serve as Chairman of the Committee) whose actions will be subject to review and approval by the Council as provided for by Article V, Section (r) of the Constitution and limitations as herein stated. The Chairperson of the Committee will be appointed by the President of the Council.

A. SELECTION: Recommended for deletion.

The members of the Committee will be appointed by the President of the governing body of the Tribal Government, hereinafter referred to as the Council, with the approval of the Council. Each appointee will serve for a two (2) year term as a member of the Land Committee, unless the appointment is otherwise terminated. Appointment to the Land Committee must be made by certified Tribal Resolution.

B. RECORD OF APPOINTMENT:

A record of all appointments to the Land Committee will be filed with the Superintendent.

C. OFFICERS:

In the absence of the Chairperson of the Land Committee, the members of the Committee present, constituting a quorum, will designate a temporary Chairperson. A 'Call to Order' may be made by those members present in the absence of the Chairperson of the Land Committee in order to designate a Temporary Chairperson to conduct the business of the Committee.

D. RECORD OF MEETINGS:

The Chairperson will keep, or cause to be kept, a full and complete record of all meetings, copies of which will be furnished to the Tribal Council and the Superintendent.

E. QUORUM:

Three (3) (Amended by Res. #146-97) regular members will constitute a quorum at any meeting. A majority vote of the quorum will be required in order for any action of the Committee to be effective.

F. TERMINATION OF APPOINTMENTS:

The President of the Council may suspend a member for cause under Article VIII of the Constitution. Notice of such suspension, including a clear and concise statement of the charges resulting in suspension, will be delivered to the suspended member. Such member will have fifteen (15) days from the date of receipt of the notice to request a hearing, in writing, before the Council. The hearing will be held at the next regular or special meeting of the Council after receipt by the Chairman OF THE TRIBAL COUNCIL of a request for hearing. The decision of the Council will be final.

G. VACANCY:

Vacancies on the Committee will be filled in accordance with Sec. V-A.

H. COMPENSATION:

Compensation of the members of the Committee will be determined by the Council and paid from the (Delete Enterprise) (ADD: General Fund account in accordance with an annual approved budget for this Committee, plus any additional approved expense exceeding the annual budget.

I. MEETING: (See Res. #94-95)

The Committee will meet when the business demands and requires the attention of the Committee. Meetings will be called by the Chair of the Committee. The number of meetings held will be kept to the minimum necessary to conduct the Tribes NATURAL RESOURCES business. The committee will establish their own date for meetings by resolution. At least one meeting per month will be held. Meetings may also be called by the Chair of the Committee upon request of the President of the Council, or by not less than two (2) members of the Committee.

All meetings will be conducted according to an approved agenda for that date and any individual or group of individuals may present themselves at any meeting provided that they are on the approved agenda and must abide by all rules of order of the Committee.

ANY INDIVIDUAL OR GROUP OF INDIVIDUALS WHO WISH TO MEET WITH THE LAND COMMITTEE MUST SUBMIT A REQUEST IN WRITING TO THE CHAIR OF THE LAND COMMITTEE, OR HIS/HER DESIGNATED REPRESENTATIVE, A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE REGULAR OR SPECIAL LAND COMMITTEE MEETING. THE WRITTEN REQUEST MUST INCLUDE A NARRATIVE DESCRIPTION OF THE ISSUE THE INDIVIDUAL WISHES TO DISCUSS WITH THE LAND COMMITTEE. THE REQUIREMENT FOR FIVE (5) DAYS MINIMUM NOTICE IS FOR THE PURPOSE OF PROVIDING TIME FOR THE TRIBAL NATURAL RESOURCES STAFF TO RESEARCH THE ISSUE UNDER CONSIDERATION BY THE LAND COMMITTEE.

The Chair of the Committee reserves the right to hold executive sessions. Any member of the Committee may add an item to the agenda, with the consent of the Committee.

J. ACTIONS OF THE COMMITTEE:

The Chair of the Committee, or such other person as may be authorized by the Committee, will sign all Committee actions. The Committee will have the following responsibility, but not limited to:

1. The taking of any action necessary to acquire land or interests in land within the scope of this plan.
2. Administer and account for, or cause to be accounted for, lands or interest in lands, heretofore acquired by the Enterprise in accordance with this plan, the Constitution and By-Laws.
3. The taking of actions necessary relative to the leasing and permitting of lands administered through the Enterprise.
4. Any action necessary to increase and maintain the Fort Belknap Indian Reservation as an abiding place for the members of the Community and to protect the environment of the Reservation.
5. Make physical inspection of the lands under consideration for purchase or exchange before making a recommendation to the Tribal Council for final approval or denial.
6. A map showing the character of the land may be used in lieu of (5) above. The Superintendent or his designated representative will furnish the Committee with the appropriate maps and the training necessary to interpret such map for use by the Committee (Recommended to delete and replace with the following).
6. The Committee will be responsible for the drafting of Resolutions covering the Acquisition of lands through purchase, land exchange and for grazing permits, leases, rights-of-way, homesites, assignments and all other matter pertaining to Tribal lands, subject to Section V - Management.
7. The Land Committee shall concur with the Rules of Order of the Community Council to determine the compensation of the Land Committee.

VI. DEFINITIONS:

For the purposes of this Plan, the following definitions will be used in the administration of Tribally Owned lands:

1. TRIBAL ORIGINAL AND TRIBAL RESERVE - Land reserved by the Fort Belknap Indian Community in the 1921 Allotment Act.
2. SUB-MARGINAL LAND - Those lands identified by Senate Bill #1327, dated October 17, 1975.
3. I.R.A. PURCHASE - Lands acquired by the Fort Belknap Indian Community thru Indian Reorganization Act Funds.

4. TRIBAL PURCHASE LANDS - Individually owned lands purchased or acquired through exchange for the Fort Belknap Indian Community through the Land Acquisition Program.

5. TRIBAL FEE LANDS: Lands acquired by the Fort Belknap Indian Community in Fee Status.

VII - LAND PURCHASE POLICIES: See Res. #194-94 for policy concerning sale of a tract of land in which the Tribe owns and undivided interest.

A major function of the Tribal Land Acquisition Enterprise is the acquisition of individually owned lands for use by the Fort Belknap Indian Community or it's members from those individuals who wish to sell to the Fort Belknap Indian Community. Recognizing the limited amount of funds available for the purchase of lands, the following policies AND PRIORITIES are hereby established for the purchasing of lands by the Fort Belknap Indian Community.

A. No individually owned land will be purchased by the Community that is within an enrolled members base of operation without first encouraging the seller to negotiate with that individual.

B. Lands in heirship status (multiple) ownership will not be purchased unless none of the other co-owners are interested in purchasing the land. The seller will be encouraged to negotiate with the interested individual.

C. All lands offered for sale to the Community will be considered for purchase through an annual proposal under the following priorities:

A POINTS SYSTEM IS HEREBY ESTABLISHED ON A SCALE FROM ONE (1) TO TEN (10) FOR DETERMINING THIS HIGHEST PRIORITY FOR PURCHASE UNDER THE FOLLOWING PRIORITIES:

1. WATER:

(a) Permanent source of water

10-Live Creek, River, Well, Reservoir, developed spring

8-Stock-water pit; small reservoir

6-Creek with pot-holes; washed-out reservoir

(b) Intermittent source of water or potential

6-Washed-out reservoir

4-Coulee with potential for reservoir or pit

2-No surface water

2. ACCESS:

10-Adjoining exterior boundary

10-Adjoins major highway

10-Adjoins BIA or Tribal road system

8-Access through Tribal Lands

2-6-No access other than through Allotted (INDIVIDUALLY OWNED) lands (Based on distance & number of owners)

3. POTENTIAL:
- 10 - Industrial, commercial and residential sites
 - 10 - Cultivated dry-farm lands
 - 10 - Cultivated irrigated lands
 - 10 - Forested lands
 - 8 - Tillable pasture adjoining or near established Tribal farm lands
 - 8 - Grazing lands adjoining other Tribal grazing lands
 - 6 - Low acre/AUM grazing lands
 - 4 - High acre/AUM grazing lands
 - 2 - Low productive lands assessed O&M

4. OWNERSHIP:
- 10 - Sole Owner
 - 8 - Owner of 75% (3/4) to full ownership
 - 6 - Owner of 51% to 74%
 - 4 - Owner of 26% to 50%
 - 2 - Owner of 25% or less

5. INCOME: The income divided by the purchase price, carried to the third decimal, than deleting the decimal will determine the points awarded to that tract.

E. All applications for sale to the Tribe will require:

- 1. A land status report.
- 2. The individuals ownership, whether it be sole ownership or an undivided interest.
- 3. The status of the land, whether it be in a farm/pasture lease, range unit or owner's use status.
- 4. The Total income received for the tract.
- 5. The share of income received by individual applicant.
- 6. Any lands or interest in lands acquired by the Fort Belknap Indian Community will be free of any and all encumbrances.

VIII. LAND EXCHANGE POLICIES: Amended by Res. #163-95:

TIME FRAME TO COMPLETE TRANSACTION: From the date of enactment of Res. #163-96, an eligible member of the Community who has applied for and received a commitment to exchange for available Tribally owned lands must complete their exchange within two (2) calendar years from the date of the resolution authorizing the exchange or committing the lands to the exchange. Existing Resolutions containing commitments to an exchange will be amended, or rescinded, as the case may be, to provide for the two (2) years limitation. Upon expiration of the two (2) year limitation, the lands will become available for consideration by other eligible members of the community. In the event an individual desires to **EXTEND** their commitment on lands for an exchange, that person must submit a new application for exchange for the same lands. Delays in completing an exchange due to lack of appraisals will not effect that exchange.

Lands identified under VI-A may be subject to exchange for individually owned lands by duly enrolled members of the Fort Belknap Indian Community subject to, but not limited to, the following:

A. Land subject to exchange will be for individually owned lands of equal value. All income on lands acquired by the Tribe will be comparable to the income received on the Tribal lands requested.

B. **AMENDED - RES. #156-97:** NO Lands identified as SUB-MARGINAL, IRA PURCHASE, TRIBAL RESERVE, ADMINISTRATIVE RESERVE or TIMBER RESERVE, or any lands reserved for a specific purpose shall be subject to exchange for individually owned lands. Other lands reserved for a specific purpose which is no longer required for that purpose (ie: Ditch-rider reserve, Dipping Vat Reserve, Sawmill reserve, etc.) may be available for exchange. Lands identified as TRIBAL ORIGINAL shall be available for land exchange, except SNAKE BUTTE, WILD HORSE, THREE BUTTES, or any other tract designated as exempt from land exchange by the Tribal Government.

Isolated tracts may be subject to exchange by determination of the Tribal Government on a case-by-case basis when the transaction is in the best interest of the Tribe and the Individual.

C. No lands forming the exterior boundaries of the Reservation, as established by Acts of Congress will be subject to exchange.

D. No Community lands in a manageable block, as determined by the Tribal Government will be subject to exchange as of the date of this document.

E. No Community lands containing water vital to the utilization of a grazing unit or farm unit will be subject to exchange.

F. The maximum acreage of Community lands an individual may acquire through exchange with the Community will be:

1. 960.0 acres of grazing land
2. 640.0 acres of cultivated lands and tillable pasture.
3. 80.0 acres within an irrigation project.

G. Consideration will be given for exchange for Community lands to those members who have a prior personal attachment to the lands or who have an established base of operations including or adjoining the lands requested for exchange.

H. All applications for exchange will require a land status report.

I. Applications for exchange will be considered only on land currently owned by an individual. Pending gift deeds, purchases, financing, etc., will not be considered for obligation by the Tribe for land on an exchange.

J. Any lands or interest in lands acquired by the Fort Belknap Indian Community through an exchange will be free of any and all encumbrances.

NOTE: The following paragraph and items A thru E are not officially a part of the Plan of Operations but are suggested additions.

The following criteria will be utilized in evaluating applications for exchange with the Fort Belknap Indian Community from eligible Tribal Members for any Tract of Tribal Land in which the Fort Belknap Indian Community Transfer's ownership to an individual:

A. Signatures from intervening landowners from the nearest public road for Rights-of-Ways will be obtained by the person submitting the application for exchange. The Fort Belknap Indian Community will obtain a 'Certificate of Survey' and reserve a public Right-of-way to the nearest Tribal Tract. No Right-of-way will be required on individual land.

B. NO lands forming the exterior boundaries of the Fort Belknap Indian Reservation as established by Act(s) of Congress will be considered in an exchange.

C. NO lands within the area referred to as the SUB-MARGINAL LANDS will be considered in an exchange.

D. Any tract of Tribal land for which an appraisal for exchange is requested will be posted in the following Public offices for not less than 30 days, and the Harlem News, Phillips County News and Havre Daily News for not less than 3 weekly issues:

- Tribal Office Bulletin Board
- O.N.A.P. Bulletin Board
- Senior Citizen Centers Bulletin Board
- Head Start Centers Bulletin Board
- Harlem Post Office
- Hays Post Office
- Lodge Pole Post Office
- Dodson Post Office
- I.H.S. Bulletin Board
- B.I.A. Bulletin Board
- John Capture Center
- Medicine Bear Lodge - Lodge Pole

E. Each transaction, and competing applications, will be evaluated on it's (their) own merits as to whether the transaction is in the best interest of the Individual member and/or the Fort Belknap Indian Community. (See Res. #133-90)

IX. PARTITION POLICIES:

For purposes of this plan, PARTITION is defined as:

"The division of a tract of land among/between the co-owners in the tract being considered for partition."

A PARTITION will require an appraisal of ALL ASSETS of the tract to determine the monetary value of each share in the tract.

When a transaction involving "Partition" is in the best interest of the Tribe and the member requesting partition, the following policies will be adhered to:

A. WATER: NOTE: See VIII-E

No lands in Tribal ownership that contains water vital to a farm or range unit will be subject to partitionment.

B. ACCESS:

Rights-of-Ways on lands in Tribal ownership that contains access vital to adjoining or adjacent tracts of land will be considered for partition.

C. POTENTIAL:

Tribal lands requested and allotted lands offered will be comparable for income or potential income.

D. OWNERSHIP:

Partition of undivided interests will be considered when the transaction will be of benefit to the individual in-so-far as ability to negotiate for financing for an operation will be increased. When the individual will be able to maintain an operation without the necessity of negotiating a farm/pasture lease or revocable permit for the Tribe's share of land and when it is in the best interest of the Community-to-complete a partition for public purposes.

X. STANDARD LEASE ASSIGNMENT (Homesite Lease) POLICIES:

Those members of the Community who do not have sufficient acreage or LANDS IN A SUITABLE LOCATION or who have NO LANDS may apply for a "STANDARD ASSIGNMENT" on community lands for HOMESITE PURPOSES.

A. STANDARD ASSIGNMENT:

To be eligible for an assignment under this section an individual MUST BE 18 years or older and a duly enrolled member of the Fort Belknap Indian Community.

Assignments made under this section shall be for the PRIMARY PURPOSE OF ESTABLISHING HOMES. The maximum acreage of lands subject to assignment under this section will be two and one half (2-1/2) acres. No person shall be entitled to more than one (1) homesite. A fee of not less than \$25.00 (twenty-five) per year will be assessed for a Standard Assignment (ie: Homesite lease). (See Res. #176-95 for Trailer Lot Lease Policy)

1. TENURE OF STANDARD ASSIGNMENTS:

Standard Assignments shall be made for twenty-five years with the option to re-new for an additional twenty-five years or the lifetime of the assignee. Upon the death of the assignee, his/her heirs or other individuals designated by him/her in writing shall have a preference in the reassignment of the land, provided such person is a member of the Community who is eligible to receive a standard assignment.

Any member holding a standard assignment who shall for a period of two years, fail to use the land so assigned or who shall after due warning, from the proper community official, persist in using such land for unlawful purposes, his/her assignment may be cancelled by the Community after due notice and opportunity to be heard, and such land may be reassigned.

2. METHOD OF MAKING ASSIGNMENTS:

Applications for standard assignments shall be filed with the Secretary of the Council and shall be in writing, setting forth the name of the person or persons applying for the land and as accurate a description of the land desired as the circumstances will permit. Notices of all applications received by the Secretary shall be posted in the Agency offices and in not less than three (3) conspicuous places in each district on the reservation, and in not less than three (3) continuous issues of the reservation newspaper. Any member of the Community wishing to oppose the granting of an assignment shall do so in writing, setting forth his/her objections to be filed with the Secretary of the Council and must appear before the Land Committee to present evidence why the assignment should not be completed.

The applicant for the assignment must appear at the same meeting in which any opposition to his/her request is heard to offer his/her evidence for completion of the assignment. The Chairman of the Land Committee will keep or cause to be kept, a complete record of all actions taken by the Committee regarding an assignment application and shall furnish the Tribal Council and the Superintendent with a complete record of any assignment completed. Any decision of the Tribal Council concerning an assignment will be final.

To qualify for an assignment of community lands, the applicant must have physically resided within the exterior boundaries of the Fort Belknap Indian Reservation for a period of not less than two (2) calendar years immediately preceding the year in which the application is made.

The attached form is hereby adopted for application for standard assignment.

(We need to DRAFT A FORM FOR THIS PURPOSE)

XI. LEASING AND PERMITTING OF COMMUNITY LANDS:

To encourage the use of Community lands by the members of the Community and/OR groups of members of the Community, the following policies are hereby established for the Leasing and Permitting of Community lands:

A. In the Leasing and Permitting of Community land and Community controlled lands, preference shall be given:

1. **FIRST** to Indian Cattle Associations or Indian Farming Associations/Co-operatives/Corporations. Said Association /Co-operatives/Corporations MUST be 100% enrolled members

2. **SECOND** to enrolled member user/s (lessees) in 'good standing.

Any Individual, Association, or Association/Co-operative /Corporation conducting business within the boundaries of the Fort Belknap Indian Reservation submit themselves to the jurisdiction of the Fort Belknap Community Tribal Government, its related Laws and Courts.

B. In recognition of the Enterprise debt obligation and reasonable amortization of investment in land, the Tribe, through the Enterprise will not grant its members any rate preference in the leasing and permitting of Enterprise land. Members of the Tribe will pay the going rate for leasing and permitting **AS ESTABLISHED BY CERTIFIED APPRAISALS**, or will have the right to meet the high acceptable bid, provided: That the allocation process of privileges to Tribal members pursuant to Grazing Resolution(s) and/or Grazing Ordinance(s) shall not be affected while the said Resolution(s) and/or Ordinance(s) are in full force and effect, and **PROVIDED FURTHER**: That the Tribal Government may establish a Farm/Pasture lease rate to assist new and expanding farm operators to become established in the agriculture business. (Suggested additional wording)

C. Community lands and Community controlled lands may be leased and/or permitted by advertisement or negotiations when it is in the best interest of the Tribal Government or it's members. When Community lands are to be advertised, the advertisement will be at least six (6) months prior to the expiration date of the current leases. Length of advertisement will be determined by the Land Committee. Once advertisements are made public, there will be no further negotiations. Negotiations could resume after the advertisement depending on the actions taken by the Land Committee or Tribal Council. In the event of tie bids, oral bidding may be held at the discretion of the Tribal Government.

To provide the opportunity for other interested enrolled members of the Community to lease Tribal lands, all expiring leases will be posted in the Community for not less than thirty (30) days prior to October 1 of each year. Existing enrolled member Lessees will be notified individually prior to March 1 of the year in which their lease will expire placing them on notice of this policy. If no other enrolled member expresses an interest in leasing any of the posted lands, than the current enrolled member lessee may renew the lease, provided he/she submits the request to renew in writing, including a plan of how he/she intends to utilize the land. If any other enrolled member, other than the current lessee, expresses an interest in leasing the posted lands, the lands will be advertised for enrolled member preference bidding.

privilege to re-new by negotiation

RES. #154-97: The President and Vice-President shall have the authority to approve a one (1) year revocable permit on Tribally owned or Tribally controlled lands for which the lease is cancelled by the Bureau of Indian Affairs for violation of the terms and conditions of the lease, *with the Natural Resources Chairman's concurrence of* **PROVIDED:** There is insufficient time with which to comply with Tribal Policies concerning the posting, advertisement, and award of new leases on Tribally owned or Tribally controlled lands.

D. Bids will be submitted as determined by the **TERMS** of advertisement to the Tribal Natural Resources Department for acceptance and award **BY THE FORT BELKNAP COMMUNITY COUNCIL.**

XII. GENERAL POLICIES:

A. Payment for acquired lands or interest in lands purchased through the Enterprise will not be made until the deed of conveyance and other relevant documents have received final approval. Payment for lands purchased from persons who are indebted to the Tribe will not be made until satisfactory arrangements are made for liquidation of their indebtedness.

B. The determination as to which tract(s) of land or interest(s) in lands shall be acquired through purchase or exchange will be at the discretion of the Land Committee and/or Tribal Council. The prices to be paid for lands acquired will be at a value not inconsistent with the fair market value as established by appraisals by qualified appraisers and approved by the authorized representatives of the Bureau of Indian Affairs. When it is in the best interest of the Community, land may be purchased at more than the appraised value at the discretion of the Tribal Council. Requests for sale to the Tribe which are not in accord with applicable sections of the Code of Federal Regulations (ie: Fee Patent lands) may be presented for consideration as an exception to the regulations. Tracts of land advertised for sale may be acquired by bid or by meeting the high bid. Tracts of land may be purchased by oral bid at public auction or by negotiations by an authorized member of the Land Committee should such sale be conducted by the Bureau of Indian Affairs or any other Federal, State or County Agency or lending institution in connection with the sale of trust or fee lands within the boundaries of the Reservation or adjacent to the Reservation.

C. As a general practice, purchases shall be confined to those lands stipulated in Section VII-C.

XIII. DEPOSITION AND DISBURSEMENT PROCEDURES:

A. The depository for the Enterprise shall be a National Bank or State Bank. The Bank selected shall be a member of the Federal Deposit Insurance Corporation and the requirements of Section 5 (h) of the Community's Charter shall be met. Before any Enterprise funds are deposited in a bank, arrangements satisfactory to the Superintendent shall be made with the Bank, that any time upon written request of the Superintendent, the Bank shall pay the balance on hand in the Enterprise's account or accounts or any part thereof to the Superintendent for the Fort Belknap Indian Community. The Superintendent shall deposit funds to the Credit of the Fort Belknap Indian Community or deposit the same to the Community's credit in the United States Treasury.

B. Cash receipts for leases and other transactions shall be directed to the Secretary-Treasurer of the Tribe or to the Bureau of Indian Affairs, who will issue a pre-numbered receipt to the remitter for each remittance. The Secretary-Treasurer may in writing, authorize an employee of the Tribe to accept payment on leases and other transactions and issue receipts therefor provided, that the employee is bonded in an amount and in a manner satisfactory to the Community Council and the Superintendent. All collections and remittances shall be deposited in a bank within forty-eight (48) hours.

C. A Lease Fee of not less than \$2.00 nor more than \$250.00 will be charged for any Tribal lands advertised by the Tribe. The fees will be computed as follows:

| <u>RENTAL</u> | <u>PERCENT</u> |
|---------------------------------|----------------|
| On the First (1st) \$500.00 | 3% |
| On the next \$4,500.00 | 2% |
| On all rentals above \$5,000.00 | 1% |

This fee will be deposited to the Tribal Class 'B' Account. Ninety percent (90%) of any fees on Tribally owned lands advertised by the Tribe will be deposited in a special account for the purpose of an operational budget for the Tribal Land Department, to be disbursed according to a budget prepared and approved by the Land Committee and Tribal Council.

NOTE: This section has never been enforced so the Council should consider deleting it from the Plan of Operations.

XIII. FISCAL YEAR:

The year of operation under this plan shall be from JANUARY 1 TO DECEMBER 31 of each year.

XIV. RECORDS, REPORTS AND AUDITS:

The records for the former Fort Belknap Community Council Tribal Land Enterprise shall be incorporated and maintained under this plan. The accounting records will be maintained in a manner and in accordance with an accounting system satisfactory to the Area Director. A monthly trial balance and annual financial and earnings statement at the end of each fiscal period shall be prepared in accordance with standard accounting procedures. Audits will be annually as of September 30th, unless an exception is specifically authorized by the Commissioner (ASSISTANT SECRETARY OF THE INTERIOR). Audits will be made at the expense of the Enterprise and by a certified or licensed public accountant. Advance approval of the Area Director is required before a non-certified public accountant is employed. Clerical help to assist in auditing will be on a part time basis, cost to be established by the Land Committee and approved by the Tribal Council. It is understood that the Bureau of Indian Affairs auditors may audit the accounts and records as will be authorized representatives of the Secretary of the Interior, but such audits shall be in lieu of the commercial audits. Copies of all annual financial statements and audit reports shall be filed with the Community Council, and with the Superintendent. In the case of the latter, three copies shall be furnished for forwarding to the Area Director and the Commissioner.

XV. MODIFICATIONS:

Modification(s) of this plan shall be supported by a certified resolution of the Community Council and be handled in the same manner as the original application to establish this plan.

XVI. DISSOLUTION:

Unless otherwise extended, upon repayment of the original loan and any subsequent loan of revolving credit funds used herewith, the Enterprise and this plan shall be thus automatically terminated.

NOTE: The following have not been adopted or is wording from a section that has been amended/ revised to the current format.

The applicant for exchange is responsible for contacting the current enrolled member lessee/permittee for the purpose of notification of the pending exchange. The existing lessee/permittee will have the opportunity to negotiate with the applicant for exchange for continued use of the lands until the current lease/permit has expired.

In the event the applicant for exchange desires to utilize the land himself/herself prior to the expiration of the lease/permit, the current lessee/permittee must agree to cancellation of his/her lease/permit.

In the event the lessee/permittee refuses to cancellation of his/ her lease/permit, the resolution authorizing the exchange will include a provision that the land will remain in the lease/permit until the expiration of the lease/permit. (Amended by Res. # - -)

VIII- LAND EXCHANGE POLICIES *A. Land subject to exchange will be for individually owned lands of equal value. All income on lands acquired by the Tribe will be comparable to the income received on the Tribal lands requested.

B. As a general rule, No Tribal Original, Tribal Reserve, IRA Purchase or Sub-Marginal lands will be exchanged, but isolated tracts of Tribal Original, Tribal Reserve, IRA Purchase and Sub-Marginal lands, as determined by the Land Committee with concurrence of the Tribal Council, may be exchanged when the transaction is in the best interest of the Tribe and the Individual.

SUGGESTION: Utilize a fluctuating scale - 1999 Grazing Season - leave the rate the same (1994-1998), when Cattle Prices rise consider raising the Grazing Rate by 20%.

$$\$7.50 \times 20\% = \$1.50 + \$7.50 = \$9.00 \text{ per AUM}$$

Through-out the years (1994 to present), every time the Grazing Ordinance has been developed, the livestock community has suggested a 'fluctuating scale' for rental purposes.

I contacted the State of Montana, which does lease State grazing lands on a 'fluctuating scale'. The process the State uses basically involves the following steps:

1. Contact Montana Agriculture Statistics Services, 301 South Park, Helena, MT (406-441-1240) to obtain the 'weighted average' of calf sales for the preceding year for the period September 1 thru August 30.

2. Multiply that amount by a factor of 6.71 to arrive at a value per AUM.

Following is the weighted average and rate per AUM for the last five years and 1999:

| | | | | | | | |
|--------------|--------------|---------------|--------|---|--------|---------|-------------|
| | <i>92/93</i> | <i>0.6820</i> | | | | | |
| 1995 (93/94) | \$0.768 | per lb. | x 6.71 | = | \$5.15 | per AUM | <i>7.50</i> |
| 1996 (94/95) | \$0.675 | per lb. | x 6.71 | = | \$4.53 | per AUM | |
| 1997 (95/96) | \$0.537 | per lb. | x 6.71 | = | \$3.60 | per AUM | |
| 1998 (96/97) | \$0.597 | per lb. | x 6.71 | = | \$4.00 | per AUM | |
| 1999 (97/98) | \$0.655 | per lb. | x 6.71 | = | \$4.40 | per AUM | |

I also contacted B.L.M., Havre, MT which also determines their rental rates based on a formula. Their process is as follows:

The rental rates of B.L.M. administered lands is established according to a formula based on: (a) calf price (b) cost of operation (c) relative value which is calculated in Washington D.C. According to Havre B.L.M. personnel, the minimum rental on B.L.M. land is \$1.35 per AUM, with a 25% maximum increase or decrease of this rate annually. At the present time, the rental is \$1.35 per AUM and is not anticipated to change in the near future.

I make the following observation concerning any implementation of the above reference formulas:

It is very illogical to compare the rental rates of State School Lands and B.L.M. lands as it would apply to Tribal lands, and especially individually owned lands because of the vast difference in ownership and responsibilities of State & B.L.M. versus Individual and Tribal ownership of lands.

2) RIGHT TO DO BUSINESS FEE INCREASE \$2.00