

TRIBAL CODE
CHAPTER 60
TRIBAL LEASING ORDINANCE

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HISTORY NOTE:

Current Ordinance:

Adopted April 14, 1986, Resolution No. 123(86). Sec. 60.103(6) amended October 26, 1987, Resolution No. 365(87).

Amended September 18, 1989, Resolution No. 319(89).

Amended March 26, 1990, Resolution No. 84(90).

Prior Ordinances:

Lease policy adopted March 12, 1973, Resolution No. 26(73) Repealed by later policy.

New lease policy adopted July 11, 1977, Resolution No. 94(77). Rescinded October 26, 1981, Resolution No. 242(81).

New lease policy adopted May 23, 1983, Resolution No. 124(83). Amended November 14, 1983, Resolution No. 314(83); June 24, 1985, Resolution No. 224(85).

TRIBAL CODE

CHAPTER 60

TRIBAL LEASING ORDINANCE

60.101 Purpose.

The purpose of this ordinance is to set forth various tribal policies regarding the leasing of tribal land and to confer jurisdiction on the tribal court to hear cases involving disputes over tribal leases.

60.102 Definitions.

(1) “Member” means a person enrolled in the tribe.

(2) “Reservation” means the land and waters within the exterior boundaries of the Lac du Flambeau Reservation.

(3) “Tribe” means the Lac du Flambeau Band of Lake Superior Chippewa Indians.

(4) “Tribal Court” means the Lac du Flambeau Tribal Court.

(5) “Tribal Land” means within the reservation held in trust for the Tribe by the United States of America.

60.103 Policies for Leasing Tribal Land to Members for Residential Purposes.

(1) A standard lease application accompanied by the required documentation on soil borings and/or percolation tests, building plans, and insurance shall be submitted to the tribal council for approval by the Realty and Natural Resources Department. The Department shall not submit an application for council approval unless the application is complete and all required documentation has been provided.

(2) The standard lease document approved by the tribal council and the Bureau of Indian Affairs shall be employed, with approved optional clauses for implementing policies which vary from its terms, including the following:

(a) Improvements constructed on the lease premises shall remain the property of the member upon termination or expiration of the

lease.

(b) Members shall not be required to post rental performance bond.

(3) The rent charged to members shall be \$1.00 per annum for those 55 years of age or older. For members under age 55, rental shall be \$15.00 for non-lake shore property and \$25.00 for lake shore property, for a maximum of two (2) platted lots or up to 200 feet maximum in width as measured at the shoreline or widest point for unplatted land. If a member leases land in excess of the two (2) lots or 200 feet, the rental for the excess land shall be the full appraised value.

(4) If a member lease is assigned to or inherited by a non-member, the rental rate shall automatically become the full appraised value.

(5) In order for a lease to qualify for treatment as a member lease, the lease must be in the name of an adult member who is a part of the household occupying the leased premises.

(6) No lease shall be approved for any member indebted to the Tribe until provisions satisfactory to the Tribe have been made for payment of the debt.

(7) Mobile homes shall not be permitted on Tribal land unless the site is located in an approved mobile home area.

(8) It is hereby understood and agreed that in the event lessee elects to sell the improvements and relinquish the leasehold in accordance with the terms and conditions contained in this lease agreement, Lessee shall notify Lessor. Lessee shall notify Lessor of any offer of purchase received within seven (7) days of said receipt, and Lessor hereby reserves a right of first refusal to meet or match said offer in the amount stated therein. In the event that Lessor shall exercise said right, Lessor shall so notify Lessee within 10 days of receipt of the notice of an offer, and shall provide to Lessee within 30 days of the receipt of such amount of earnest money as is specified in any other offer to purchase. Additional terms and conditions of sale shall be contained in the Tribe's offer to purchase and as agreed upon by the parties.

60.104 Policies for Member Business Lease.

(1) Tribal members holding business leases shall obtain a rebate of the annual lease fee as follows:

- (a) Year 1:90% rebate
- (b) Year 2:80% rebate
- (c) Year 3:70% rebate
- (d) Year 4:60% rebate
- (e) Year 5:50% rebate
- (f) Year 6:40% rebate
- (g) Year 7:30% rebate
- (h) Year 8:20% rebate
- (i) Year 9:10% rebate

Thereafter, the member shall pay the full lease fee.

(2) For those leases in effect at the time of the adoption hereof, the member shall obtain a rebate according the schedule in sub. (1). For example, a member in the sixth year of his or her business lease will obtain a 40% rebate of the lease fee.

(3) To obtain the rebate, the member must first pay the full market value lease fee, and upon receipt of full payment the Tribal Accounting Department shall issue a rebate check in accordance with sub. (1). Rebates to those indebted to the Lac du Flabmeau Band be applied to such indebtedness until the debt is paid in full upon which time the lease rebates to the tribal business person may be reinstated.

60.105 Tribal Court Jurisdiction.

Jurisdiction is hereby conferred upon the tribal court to hear and decide cases involving leases of tribal land and other ancillary matters pursuant to the landlord/tenant provisions of the Tribal Court Code, Tribal Code Chapter 80.