

**Title XI**

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

**ORDINANCE NO. DOI-011 (06)**

**AN ORDINANCE OF THE NORTHERN CHEYENNE TRIBAL COUNCIL RESCINDING ORDINANCE 25 (83), THE NORTHERN CHEYENNE TRIBAL EVICTION ORDINANCE, AND APPROVING AND ENACTING IN ITS PLACE, THE NORTHERN CHEYENNE TRIBAL LANDLORD AND TENANTS RIGHTS CODE WHICH SHALL HEREBY BE MADE A PART OF AND INCLUDED IN THE NORTHERN CHEYENNE LAW AND ORDER CODE, DESIGNATED AS TITLE XI, PROPERTY, CHAPTER 1. NORTHERN CHEYENNE TRIBAL LANDLORDS AND TENANT RIGHTS CODE.**

**WHEREAS;** the Northern Cheyenne Tribal Council is the governing body of the Northern Cheyenne Reservation, by authority of the Amended Constitution and Bylaws, as approved by the Secretary of the Interior on May 31, 1996; and,

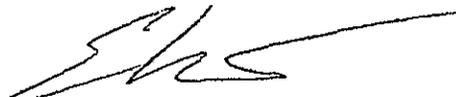
**WHEREAS;** pursuant to Northern Cheyenne Tribal Council enacted Ordinance 25 (83) known as the Northern Cheyenne Tribal Eviction Ordinance, which established Tribal law and procedures in regard to the eviction of tenants who are in unlawful possession of the premises owned by another; and,

**WHEREAS;** it is desirable for the Northern Cheyenne Tribal Council to update Tribal laws from time to time; and,

**WHEREAS;** the Northern Cheyenne Tribal Landlord And Tenant Rights Code is attached hereto as Exhibit A, and made relevant part thereof; now,

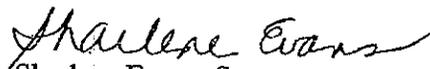
**THEREFORE BE IT ORDAINED** that the Northern Cheyenne Tribal Council hereby rescinds Ordinance 25 (83); and approves and adopts the Northern Cheyenne Tribal Landlord And Tenant Rights Code, as attached; which hereby is made a part of and included in the Northern Cheyenne Law And Order Code, Designated as Title XI. Property, Chapter 1, Northern Cheyenne Landlord And Tenant Rights Code.

**PASSED, ADOPTED AND APPROVED** by the Northern Cheyenne Tribal Council by 8 votes for passage and adoption and 1 vote against passage and adoption and 1 abstention this 3<sup>rd</sup> day of April 2006.



Eugene Little Coyote, President  
Northern Cheyenne Tribe

**ATTEST:**

  
Sharlene Evans, Secretary  
Northern Cheyenne Tribe

**NOTED:**  
  
SUPERINTENDENT

## **TITLE XI. PROPERTY**

### **Chapter 1. NORTHERN CHEYENNE TRIBAL LANDLORD AND TENANT RIGHTS CODE**

#### **11-1-1. Jurisdiction and Scope**

- A. This Chapter shall govern relationships between all landlords-tenants, on lands, improvements and property subject to the governing authority of the Northern Cheyenne Tribe, as established by the Tribal Constitution, Tribal Code, or applicable federal law.

Additionally, this Chapter shall enumerate the rights and due process of law which both landlords and tenants are entitled to, and shall govern the unlawful detainer process which applies to foreclosure evictions, once a Judgment of Foreclosure has been issued pursuant to the Northern Cheyenne Tribal Mortgage Lending Code.

1. "Landlords" are owners of improvements upon real property which the landlord either owns or has a leasehold interest, who have authorized the right of occupancy thereof, to another.
  2. "Tenants" shall include all renters, lessees, and sublessees, whose right of occupancy is authorized by the landlord or his agent.
  3. "Homebuyers" shall be used in a broad sense, and shall include all mortgagors, borrowers, purchasers, and sublessees whose title or right to possession is based upon a mortgage agreement, contract for deed, Mutual Help and Occupancy Agreement or some other contractual instrument.
  4. "Mortgagees/Lenders/Sellers" shall include all owners of improvements upon real property, or holders of a financial interest therein.
- B. Notwithstanding the provisions set forth herein, with the exception of the procedures for unlawful detainer actions, the Northern Cheyenne Tribal Housing Authority (NCTHA) may prescribe and implement its own policies which do not conflict with this Chapter.
- C. With regard to unlawful detainer actions, all landlords, including the NCTHA, must comply with the provisions set forth herein; except in cases of recovery of abandoned units; provided that the tenant(s)/homebuyer(s) are no longer in actual possession of the unit, and the Occupancy Agreement has been properly terminated. Actual possession requires physical residence. Storage of personal property is not sufficient.

- D. With regard to foreclosure eviction actions, all mortgagees must comply with the applicable eviction provisions set forth herein, except in cases of abandoned foreclosed units. Once a Judgment of Foreclosure has been issued pursuant to the Northern Cheyenne Tribal Mortgage Lending Code, abandoned foreclosed units may be recovered without the necessity of filing an unlawful detainer action; provided that the mortgagor(s) are no longer in actual possession of the unit. Actual possession requires physical residence. Storage of personal property is not sufficient.

11-1-2. Grounds for Termination and Eviction.

**(NOTE: A mortgagee's authority to foreclose a mortgage, and the procedures for the foreclosure of a mortgage is specifically controlled by the Northern Cheyenne Tribal Mortgage Lending Code. Once a Judgment of Foreclosure has been issued pursuant to the Northern Cheyenne Tribal Mortgage Lending Code, and the mortgage is properly foreclosed, the eviction procedures contained herein shall apply.)**

A landlord (other than a mortgagee) has the authority to terminate an agreement for the rental, lease, sublease, or occupation, or Mutual Help and Occupancy Agreement, (hereinafter all generally referred to as "Occupancy Agreement") of a dwelling or housing unit ("unit") when any of the following occurs:

- A. A serious violation of any term or condition of the Occupancy Agreement and/or repeated violations of any term or condition of the Agreement, including repeated minor violations.
- B. Non-payment of rent, under an Occupancy Agreement, when such payments are not made after thirty (30) calendar days of the payment due date, or thirty (30) calendar days following the first day of the month with regard to a month to month tenancy. For purposes of this chapter, any occupancy which is not supported by a valid lease or rental agreement for a longer period of time, shall be deemed to constitute a month to month tenancy;
- C. Arrears in rent payments, costs or damages which have been due and owing for thirty (30) calendar days or more. The receipt by a landlord of partial payments under an Agreement shall not excuse the payment of any balance due upon demand; nor shall it constitute a waiver of any right the landlord may have to require timely payments in the future.
- D. Tenant/homebuyer, or any member of their household, or any guest or visitor of the household, engages in any nuisance, property damage and/or destruction or injuries to property, persons and/or peace of the community or community residents, or injuries and/or damage to common areas and property.

E. Tenant/homebuyer, or any member of their household, or any guest or visitor of the household, is convicted of a serious crime, (including "no contest" pleas), which was committed on or off the premises. Serious crimes shall include but are not limited to drug related crimes, bootlegging, violent crimes, sex crimes, burglary, and arson.

1. Drug-related crimes include, but are not limited to, the illegal manufacture, sale, distribution, use, or possession of a controlled substance, as defined in the Federal Controlled Substance Act, with intent to manufacture, sell, distribute, on or off the premises of the unit.
2. Eviction proceedings related to the commission of a crime, may only be commenced after a tenant, tenant family member or their guest or visitor has been convicted of a serious criminal offense which occurred on or off the premises of the unit.

F. Abandonment of the unit. Abandonment exists where the tenant/homebuyer and their family listed as part of the household composition is absent from the unit for a period of over thirty (20) continuous calendar days without authorization of the landlord. The continued presence of tenant/homebuyer's personal belongings in the unit does not affect the status of the unit as abandoned.

1. Unlawful detainer actions are not required for the recovery of abandoned units. Once the abandonment of a unit has been determined as set forth above, the landlord may recover the abandoned unit by conspicuously posting a copy of the Notice of Termination of Occupancy and Eviction, on the door of the unit, and mailing the Notice to the tenant's last known address by certified mail. Such Notice must comply with the requirements of Section 11-1-3, herein. If the tenant fails to cure the abandonment by the deadline, the landlord may thereafter immediately recover possession of the unit.

G. Occupation of a unit without the permission of the landlord, or a written Occupancy Agreement, shall be deemed trespass. The refusal by a trespasser to vacate the premises, upon the demand by the landlord or his agent, to quit the premises, shall subject the trespasser to immediate removal from such premises, without right to any notice, and subject to payment of pro rata rent and actual damages.

11-1-3 Notice of Termination of Occupancy and Eviction.

**(NOTE: A mortgagee's authority to foreclose a mortgage, and the procedures for the foreclosure of a mortgage is specifically controlled by the Northern Cheyenne Tribal Mortgage Lending Code. Once a Judgment of Foreclosure has been issued pursuant to the Northern Cheyenne Tribal Mortgage Lending Code, and the mortgage is properly foreclosed, the eviction procedures contained herein shall apply.)**

When a landlord (non-mortgagee) desires to obtain possession of a unit, and when there exists legal cause to terminate the Occupancy Agreement and evict the tenant, as set forth at Section 11-1-2 herein, the landlord shall serve the tenant, or an adult member of the tenant's household, with a Notice of Termination of Occupancy and Eviction, addressed to an adult tenant of the unit.

A. Requirements. The Notice shall include the following information:

1. Name and address of the tenant, and in the case of NCTHA units, the unit number must be identified;
2. A statement of the specific ground(s) for termination and eviction, pursuant to Section 11-1-2 herein.
3. A statement that the Occupancy Agreement has been terminated and that the tenant must quit the premises on or before a specific date, not less than thirty (30) calendar days from the date that the Notice was mailed. If the grounds for termination are remediable, the Notice shall state the required remedy to be performed and that the deadline for such performance is the date by which the tenant must quit the premises, in accordance with Section 11-1-3(C);
4. A statement that the tenant is required to quit possession of the unit on a specific date, should the tenant fail to remedy the grounds for termination by such date (if termination is remediable), pursuant to Section 11-1-3(C);
5. A statement that if the tenant has not remedied the situation and does not quit possession of the unit by the required date, the landlord may file a civil court action for unlawful detainer.

B. In the case of abandonment, pursuant to Section 11-1-2(F), a statement that if the tenant does not repossess the unit and make any unpaid payments by the required date, the Occupancy Agreement will not be reinstated; and that the

landlord may recover possession of the unit after such date, without any further proceedings. Any unclaimed personal belongings will be treated in accordance with Section 11-1-3(F).

C. Remedy of Grounds.

1. If it is a first offense and the grounds for termination and eviction is remediable by repairs, the payment of rent and/or damages, or otherwise; and the tenant adequately remedies the situation, including payment of any enforcement related costs incurred by the Landlord, before the date to quit the premises specified in the Termination and Eviction Notice; the tenant's right of occupancy will not terminate and the tenant will not be required to quit possession. In such cases, the Occupancy Agreement will be fully reinstated.
2. Notwithstanding remedy by the tenant, if the tenant has repeated the same offense, constituting grounds for termination and eviction, two or more times, the landlord at his/her option, may elect to proceed with termination and eviction proceedings.
3. In the case of abandonment, remedy is accomplished if the tenant repossesses the unit and pays any and all unpaid rent and enforcement costs incurred by the Landlord, by the required date.
4. Terminations based upon conviction of a criminal offense, pursuant to 11-1-2 (E), are not remediable.

D. Time Periods. The Termination and Eviction Notice must be mailed or delivered to the tenant, pursuant to Section 11-1-3(E), within the following periods of time:

1. Not less than thirty (30) calendar days prior to the date to quit specified in the Notice.
2. In situations in which there is an emergency, such as fire or condition making the unit unsafe or uninhabitable; or in situations involving an imminent or serious threat to public health or safety, or serious damage to the unit, the Notice may be delivered within a period of time which is reasonable, given the situation.

E. Service of Notice. The Termination and Eviction Notice must be in writing and delivered to the tenant in the following manner:

1. Personal service to the tenant or any adult member of the household composition, residing in the unit; or

2. Delivery may be accomplished by mailing the Notice to the tenant's last known address, by certified mail, with return receipt requested, and conspicuously posting a copy of the Notice on the front door of the unit;
3. In cases of abandonment, service may be accomplished by mailing the Notice to the tenant's last known address, by certified mail, with return receipt requested, and conspicuously posting a copy of the Notice on the front door of the unit.

F. Disposition of Tenant's Personal Belongings. Upon termination of the Occupancy Agreement, and after the tenant has vacated the unit, the landlord may take possession of the tenant's personal belongings left in the unit and at his option either dispose of such belongings or sell them. The tenant shall be responsible for any storage costs incurred by the landlord, not to exceed thirty (30) calendar days, and the landlord may file a small claims action for collection of such costs. The receipt of any monies from the sale of such property shall apply first towards the costs of such storage and disposal; and secondly to any unpaid rent or other bill owed to the landlord by the tenant. The landlord shall have no liability to the tenant for any property which is left in the unit after the tenant has vacated the unit.

11-1-4. Failure to Comply with Termination and Eviction Notice.

In the event the tenant fails to voluntarily vacate the premises by the required date, or fails to remedy the grounds for termination and eviction by the required date, the tenant must vacate the premises immediately or be subject to an action for unlawful detainer.

11-1-5 Unlawful detainer.

Upon the failure of the tenant/homebuyer to comply with the Notice of Termination and Eviction, or the failure of a mortgagor to comply with a Judgment of Foreclosure, the landlord or mortgagee may file a civil court action for unlawful detainer.

A. Definitions.

1. An action for unlawful detainer means any suit brought in Tribal Court to evict any person from occupancy of real property and any unit, dwelling or improvements thereupon.
  - a. A person is guilty of unlawful detainer if he or she:
    - i. Holds over any lands, dwellings, tenements, or other improvements on real property after termination of his or her right to possession,

either due to expiration of the Occupancy Agreement, or through the procedures set forth at Section 11-1-3 herein, or through the mortgage foreclosure procedures set forth under the Northern Cheyenne Tribal Mortgage Lending Code.

- b. An unlawful detainer occurs if a tenant/homebuyer or mortgagor fails or refuses to quit possession of the premises under any of the following situations:
  - i. After the expiration of the term of the Occupancy Agreement;
  - ii. After termination of the Occupancy Agreement through the procedures set forth at Section 11-1-3 herein;
  - iii. Upon entering onto or remaining on the real property of another without permission of the owner and without having any substantial claim to the property; or
  - iv. After the NCTHA has terminated such person's tenancy pursuant to this Chapter or any procedures established by the NCTHA.
  - v. After a tenant has executed a written document stating his/her voluntary termination of the Occupancy Agreement
  - vi. After the Tribal Court has issued a Judgment of Foreclosure, foreclosing the interest of the Homebuyer/Borrower/Mortgagor and each other defendant, including Subordinate Lienholders, in the mortgaged property, and granting title to the property to the Lender/Mortgagee or the Lender's Designated Assignee, pursuant to the Northern Cheyenne Tribal Mortgage Lending Code.

B. Procedural Requirements. The following guidelines must be observed before any action for unlawful detainer is taken:

- 1. The tenant/homebuyer must have been provided notice pursuant to Section 11-1-3.

2. The mortgagor must have been provided the due process required pursuant to the Northern Cheyenne Tribal Mortgage Lending Code; and a Judgment of Foreclosure must have been issued in conformance with the provisions thereof.
3. If the NCTHA is bringing the action, the tenant must have been afforded an opportunity to request a hearing before the NCTHA Board of Commissioners.

C. Requirements of Action in Tribal Court. The Rules of Civil Procedure, set forth at Title IV of the Northern Cheyenne Law and Order Code shall generally control any actions brought for unlawful detainer in the Northern Cheyenne Tribal Court, except that:

1. In addition to the requirements for Complaint and Summons imposed under the Rules of Civil Procedure, the Complaint must include the following:
  - a. The facts which entitle plaintiff to possession of the property and authorize the action;
  - b. Description of the property so it can be identified with reasonable certainty;
  - c. Any claim for damages or compensation due from the persons to be evicted; and
  - d. In cases of foreclosure evictions, the complaint must contain the information required pursuant to the Northern Cheyenne Tribal Mortgage Lending Code.
2. A hearing upon a Petition for unlawful detainer is subject to the following time frames:
  - a. Defendant shall have ten (10) calendar days from the service of the Petition to file a response;
  - b. The Court shall conduct a hearing within fourteen (14) calendar days of the deadline for Defendant to file a response, provided the parties are given at least five (5) calendar days written notice of the hearing.
  - c. The Court must issue a decision within five (5) calendar days of the hearing.

E. Defenses. In any action for unlawful detainer, it shall not be a defense to such action that the tenant is unable to pay rent or other monthly payments when due.

F. Writ of Restitution.

1. If judgment is entered for the plaintiff, the Court shall order that the defendant pay to the plaintiff all costs, damages, and rent found to be due and unpaid at the time of judgment, plus litigation costs. The Court shall grant a Writ of Restitution, granting plaintiff possession of the premises, and a Warrant of Removal, commanding the law enforcement authorities to immediately remove the defendant from the premises.

2. If judgment is entered for the defendant, the court shall order that the plaintiff pay the defendant's litigation costs, and if it appears that the plaintiff has acquired possession of the premises since commencement of the action, a Writ of Restitution, and if applicable, a Warrant of Removal, shall issue in favor of the defendant.

G. Order of Repossession.

1. In a foreclosure eviction action, if judgment is entered for the plaintiff, the Court shall order that the defendant pay to the plaintiff all costs, damages, payments, and rent found to be due and unpaid at the time of judgment, plus litigation costs. The Court shall issue an Order of Repossession, granting plaintiff possession of, and title to, the premises, and a Warrant of Removal, commanding the law enforcement authorities to immediately remove the defendant from the premises.

2. In a foreclosure eviction action, if judgment is entered for the defendant, the court shall order that the plaintiff pay the defendant's litigation costs, and if it appears that the plaintiff has acquired possession of the premises since commencement of the action, a Writ of Restitution, and if applicable, a Warrant of Removal, shall issue in favor of the defendant.

H. The proceedings under an unlawful detainer action shall not bar an action for criminal trespass, waste, small claims or any other action at law or equity.

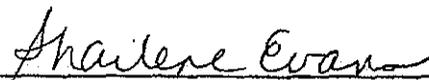
11-1-6. Appeal.

The Appellate Code, codified at Title II of the Northern Cheyenne Tribal Law and Order Code, and Rule 38 of the Tribal Court Rules of Civil Procedure, codified at Title IV, shall govern any appeal from the decision of the Trial Court in an unlawful detainer action.

**PASSED, ENACTED AND APPROVED** by the Northern Cheyenne Tribal Council by 8 votes for passage and enactment and 1 votes against passage and enactment, and 1 abstentions, this 3rd day of April, 2006.

  
\_\_\_\_\_  
EUGENE LITTLECOYOTE, PRESIDENT  
NORTHERN CHEYENNE TRIBAL COUNCIL

**ATTEST:**

  
\_\_\_\_\_

**AMENDED\***  
**CONSTITUTION AND BYLAWS**  
**OF THE**  
**NORTHERN CHEYENNE TRIBE**  
**OF THE**  
**NORTHERN CHEYENNE INDIAN RESERVATION**

**PREAMBLE**

We, the members of the Northern Cheyenne Tribe of the Northern Cheyenne Indian Reservation in Montana, in order to establish a more unified tribal organization and to insure and promote the best interests of our society, industry, prosperity, and the general welfare of ourselves and our posterity do hereby establish this Constitution and Bylaws.

**ARTICLE I -- TERRITORY**

The jurisdiction of the Northern Cheyenne Tribe under this Constitution and Bylaws shall extend to the territory within the confines of the Northern Cheyenne Indian Reservation boundaries as established by Executive Order dated November 26, 1884, under the administration of Chester A. Arthur and extended March 19, 1900, under the administration of William McKinley and to such other lands as may be hereafter added thereto by any law of the United States, except as otherwise provided by law.

**ARTICLE II -- MEMBERSHIP**

**Section 1.** The membership of the Northern Cheyenne Tribe shall consist of as follows:

(a) All persons of Northern Cheyenne Indian blood whose names appear on the official census roll as of January 1, 1935, provided that by January 1, 1962, corrections shall be made in said roll by the Tribal Council, subject to approval of the Secretary of the Interior.

(b) Each person of one-half (1/2) or more Northern Cheyenne Indian blood, regardless

---

\* This document sets forth the text of the original Constitution and Bylaws adopted in 1935, as amended by amendments adopted in 1960 and 1996.



be elected by popular vote as hereinafter provided; a Sergeant at Arms elected by the Tribal Council from within its own number; and a Secretary and a Treasurer appointed by the Tribal Council from outside its number. The Secretary and the Treasurer shall have no vote. Other officers and committees shall be appointed as provided in Article I, Section 1 of the Bylaws.

**Section 4.** All regular elections for President, Vice President and Tribal Council seats allocated to Reservation districts shall be held in even numbered years on the date set for regular Congressional elections, including the regular election of 1996 which shall be held on Tuesday, November 5, 1996. The President and Vice President shall serve for four years, and the members of the Tribal Council holding the ten district seats shall serve for four years in staggered terms, provided that in the regular election of 1996 five members of the Tribal Council shall be elected for two-year terms, as set forth in Article VI, Section 4(d). After each regular election for the Tribal Council, the Council shall appoint the Sergeant at Arms, Secretary and Treasurer, each of whom shall serve at the pleasure of the Council.

**Section 5.** It is contemplated that the President, Vice President, Secretary and Treasurer, and all members of the Tribal Council ("Tribal Officials") will serve on a full-time basis, and will receive therefor a salary commensurate with the responsibilities of office and other appropriate emoluments of office, to the extent prudent in light of available Tribal financial resources. No Tribal Official may receive additional compensation or other financial benefits for: serving on any committee of the Tribal Council; serving on boards, commissions or bodies governing or managing instrumentalities or programs of the Tribe; or undertaking while in office tasks which would ordinarily be performed on behalf of the Tribe or an instrumentality or program of the Tribe by an employee or contractor.

#### **ARTICLE IV -- POWERS OF THE TRIBAL COUNCIL**

**Section 1. Enumerated Powers.** The Tribal Council of the Northern Cheyenne shall exercise the following powers, subject to any limitations imposed by the applicable statutes of the United States and subject further to all express restrictions upon such powers contained in this Constitution and the attached Bylaws:

- (a) To negotiate with the Federal, State, and local governments, on behalf of the Tribe, and to advise and consult with the representatives of the Interior Department on all activities of the Department that may affect the Northern Cheyenne Indian Reservation.
- (b) To employ legal counsel for the protection and advancement of the rights of the Northern Cheyenne Tribe and its members, the choice of counsel and fixing of fees to be subject to the approval of the Secretary of the Interior.
- (c) To approve or prevent any sale, disposition, lease or encumbrance of tribal lands, interests in lands or other tribal assets, including minerals, gas and oil.
- (d) To advise the Secretary of the Interior with regard to all appropriation estimates

or Federal projects for the benefit of the Northern Cheyenne Tribe prior to the submission of such estimates to the Bureau of the Budget and to Congress.

(e) 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 this Constitution.

(f) To administer any funds within the control of the Tribe; to make expenditures from available funds for tribal purposes, including salaries and expenses of tribal officials or employees. All expenditures of tribal funds under control of the Tribal Council shall be by resolution duly approved by a majority of the Tribal Council in legal session and the amounts so expended shall be a matter of public record at all times.

The Tribal Council, subject to the approval of the Secretary of the Interior, or his authorized representative, shall prepare annual budget requests for the advancement to the control of the Tribe such money as is now or may hereafter be deposited to the credit of the Tribe in the United States Treasury or which may hereafter be appropriated for the use of the Tribe.

(g) To levy taxes or assessments upon members of the Northern Cheyenne Tribe and to require the performance of community labor in lieu thereof, and to levy taxes or license fees, subject to review by the Secretary of the Interior, upon nonmembers doing business within the Reservation.

(h) To exclude from the restricted lands of the Northern Cheyenne Indian Reservation persons not legally entitled to reside therein, under ordinances which shall be subject to review by the Secretary of the Interior.

(i) To promulgate and enforce ordinances, which shall be subject to review by the Secretary of the Interior, governing the conduct of members of the Northern Cheyenne Tribe and any other person or persons coming within the jurisdiction of the reservation, and providing for the maintenance of law and order and the administration of justice by establishing a reservation court and defining its duties and powers.

(j) To purchase, under condemnation proceedings in courts of competent jurisdiction, land or other property needed for public purposes, subject to the approval of the Secretary of the Interior.

(k) To protect and preserve the property, wildlife, and natural resources of the Tribe and to regulate the conduct of trade and the use and disposition of property upon the reservation, provided that any ordinance directly affecting nonmembers of the Tribe shall be subject to review by the Secretary of the Interior.

(l) To cultivate and preserve native arts, crafts, culture, and Indian ceremonials.

- (m) To administer charity and to protect the health and general welfare of the Tribe.
- (n) To establish subordinate organizations of members of the Tribe for economic purposes.
- (o) To regulate the inheritance of property, real and personal, other than allotted lands, within the territory of the Northern Cheyenne Indian Reservation, subject to review by the Secretary of the Interior, and to consult with the Examiner of Inheritance in all heirship findings before they are submitted to the Secretary of the Interior for determination.
- (p) To regulate the domestic relations of members of the Tribe and of nonmembers married into the Tribe.
- (q) To provide for the appointment of guardians for minors and mental incompetents by ordinance or resolution subject to review by the Secretary of the Interior.
- (r) To adopt resolutions regulating the procedures of the Council, other tribal agencies, and tribal officials of the reservation.
- (s) To delegate to subordinate boards or officers or to cooperative associations which are open to all members of the Tribe any of the foregoing powers, reserving the right to review any action taken by virtue of such delegated powers.

**Section 2. Future Powers.** The Tribal Council of the Northern Cheyenne Tribe may exercise such future powers as may in the future be given to the Council by members of the Tribe through the adoption of appropriate Bylaws and Constitutional amendments.

**Section 3. Reserved Powers.** Any right and powers heretofore vested in the Northern Cheyenne Tribe but not expressly referred to in this Constitution shall not be abridged by this article, but may be exercised by the people of the Northern Cheyenne Tribe through the adoption of appropriate Bylaws and Constitutional amendments.

**Section 4. Manner of Review.** Any resolution or ordinance which pursuant to this Constitution is subject to review by the Secretary of the Interior, shall be presented to the Superintendent of the Reservation within ten (10) days of enactment by the Tribal Council, and the Superintendent shall, within ten (10) days after receipt, approve or disapprove same.

If the Superintendent shall approve any ordinance or resolution, it shall thereupon become effective, but the Superintendent shall transmit a copy of the same, bearing his endorsement, to the Secretary of the Interior, who may within ninety (90) days from the date of enactment rescind the said ordinance or resolution for any cause by notifying the Tribal Council of such decision.

If the Superintendent shall refuse to approve any ordinance or resolution submitted to him within ten (10) days after its receipt, he shall advise the Tribal Council of his reasons therefor. If these

reasons appear to the Council insufficient, it may, by a majority vote, refer the ordinance or resolution to the Secretary of the Interior, who may within ninety (90) days from the date of its enactment approve the same in writing, whereupon the said ordinance or resolution shall become effective.

## ARTICLE V -- BILL OF RIGHTS

**Section 1.** All members of the Tribe shall be accorded equal opportunities to participate in the economic resources and activities of the Tribe.

**Section 2.** All members of the Tribe may enjoy, without hindrance, freedom of worship, conscience, speech, press, assembly, and association as guaranteed by the Constitution of the United States.

## ARTICLE VI -- ELECTIONS

**Section 1.** All members of the Tribe eighteen (18) years of age or over shall have the right to vote at all reservation elections, except when the Federal law requires the voter to be twenty-one (21) years of age or over.

**Section 2. Election Ordinances.** Subject to the provisions of this Constitution and Bylaws, all elections and other membership votes, whether primary, regular, special, referendum, or other election or vote, shall be conducted in accordance with such ordinances and resolutions as may be adopted by the Tribal Council.

**Section 3. Election of President and Vice President.** Candidates for President and Vice President shall be determined, and the President and Vice President shall be elected in at-large general elections, as follows:

(a) A person desiring to run for President or Vice President shall file a Declaration of Candidacy which certifies the intent to run for the office and the possession of all qualifications for the office, and shall pay a \$200 filing fee. For each regular election for President or Vice President after the 1996 election, the Tribal Council may adjust the filing fee to account for inflation or other factors. Any person qualifying for a general election for President or Vice President by write-in vote in a primary election shall promptly file a Declaration of Candidacy and pay the filing fee.

(b) If more than two qualified persons file to run for President or for Vice President, there shall be a primary election among such persons, conducted at large and held at least 30 days before the general election. Write-in voting shall be permitted in the primary. The two top vote-getters in the primary shall be the only candidates for such office in the general election, provided that if more than two persons tie for top vote-getter, or if there is one top vote-getter and a tie for second place, all such persons shall be the candidates. Write-in voting shall not be permitted in such general election. If a candidate dies,

withdraws or is disqualified prior to the general election, the candidates shall be redetermined on the basis of the primary results without considering votes cast for the former candidate. provided that if this yields less than two candidates, write-in voting shall be permitted in such general election.

(c) If no more than two qualified persons file to run for President or for Vice President, there shall be no primary election for such office. The person(s) who filed for such office shall be the only candidate(s) for such office in the general election. Write-in voting shall be permitted in such general election.

(d) On Tuesday, November 5, 1996, and on the date set for regular Congressional elections every four years thereafter, there shall be regular elections for President and Vice President. The top vote-getter in every regular election shall be elected for a four-year term.

**Section 4. Election of Council.** Candidates for the ten Tribal Council seats allocated among the Reservation districts shall be determined, and the Council members shall be elected in at-large general elections, as follows:

(a) A person desiring to run for a Tribal Council seat allocated to a district shall file a Declaration of Candidacy which certifies the intent to run and the possession of all qualifications for the office, and shall pay a \$50 filing fee. For each regular election for the Tribal Council after the 1996 election, the Tribal Council may adjust the filing fee to account for inflation or other factors. Any person qualifying for a general election for the Tribal Council by write-in vote in a primary election shall promptly file a Declaration of Candidacy and pay the filing fee.

(b) If the number of qualified persons filing to run for the Tribal Council from a district is more than twice the number of open Council seats allocated to the district, there shall be a primary election among such persons, conducted within the district and held at least 30 days before the general election. Only the voters of the district may vote in the primary. Write-in voting shall be permitted in the primary. In descending order of votes received, the top vote-getters in the district primary shall be included in the general election as the only candidates for the open seat(s) in the district, until the number of such included candidates equals twice the number of such open seat(s); provided that if there is a tie for lowest vote-getter among such persons, the tied persons shall be included among the candidates. Write-in voting shall not be permitted in such general election. If a candidate dies, withdraws or is disqualified prior to the general election, the candidates for the open seat(s) in the district shall be redetermined on the basis of the primary results without considering votes cast for the former candidate, provided that if this yields a number of candidates which is less than twice the number of such open seat(s), write-in voting shall be permitted in such general election.

(c) If the number of qualified persons filing to run for the Tribal Council from a

district is no more than twice the number of open Council seats allocated to the district, there shall be no primary election for such seat(s). The person(s) who filed for such seat(s) shall be the only candidate(s) for such seat(s) in the general election. Write-in voting shall be permitted in such general election.

(d) On Tuesday, November 5, 1996, there shall be a regular election to fill the ten Tribal Council seats allocated among the districts. The top vote-getter among the candidates for the seat(s) allocated to a district shall be considered elected to the seat allocated to the district under Article III, Section 2(b) and shall serve a four-year term. The other five successful Council candidates in that election shall be considered elected to the seats allocated under Article III, Section 2(c) and shall each serve a two-year term.

(e) On the date set for regular Congressional elections in 1998, and on the comparable date every two years thereafter, there shall be a regular election to fill five open Council seats, each for a four-year term.

(f) In every regular and special election for Tribal Council, the top vote-getter(s) among the candidates for open Council seat(s) allocated to a district shall, in descending order of votes received, be considered elected to such seat(s) until the open seat(s) have thereby been filled.

#### **Section 5. Miscellaneous Election Rules.**

(a) A person may not simultaneously file Declarations of Candidacy for more than one position. A person may not be listed as a candidate for more than one position in the general elections. If a person qualifies as a candidate for more than one position in the general elections, such person promptly shall advise the Tribal Secretary as to the single position for which such person is to be listed as a candidate in such elections.

(b) Lists of all persons running in elections, whether primary or general, for President, Vice President or the Tribal Council, shall be posted by the Secretary in each of the Reservation districts at least three weeks before the date of the election.

(c) No person may simultaneously hold more than one elected office. While holding an elected office a person may run for a second office, provided that, if such person is elected, the first office shall become vacant when such person is sworn in to the second office. While employed or retained by the Tribe or an instrumentality of the Tribe a person may run for office, provided that, if elected, such person shall resign from such employment or position.

(d) In all elections for President, Vice President or the Tribal Council other than primary elections, tie votes shall be resolved by a public drawing of lots by the Tribal Secretary.

(e) If a person who is elected to office in any regular or special election dies, withdraws or is disqualified before being sworn in to the office, candidates for the office shall be redetermined and a general election shall be held in a manner which, in the judgment of the Tribal Council, is most appropriate under the circumstances and in light of the policies underlying Section 3 or 4 above, as the case may be. The decision of the Tribal Council shall be final and not subject to judicial review in any court.

(f) A person elected as President, Vice President, or Tribal Council member shall be elected for the term of office specified in this Constitution and Bylaws and until his or her successor is sworn into office.

## **ARTICLE VII -- REMOVAL FROM OFFICE, FILLING VACANCIES**

### **Section 1. Forfeiture of Office.**

(a) Any officer or councilman found guilty of a felony in any tribal, county, State or Federal court shall automatically be removed from office and may not stand for election for three (3) years thereafter.

(b) Any officer or councilman found guilty of a misdemeanor involving moral turpitude in any court shall automatically be removed from office, but such member may stand for nomination and re-election.

**Section 2. Removal from Office.** Any officer or councilman who shall fail to perform the duties assigned to him or shall be guilty of gross neglect may be removed by a two-thirds (2/3) vote of the Tribal Council, after affording the accused member a fair opportunity to be heard in his own defense. The decision of the Tribal Council shall be final.

**Section 3.** Any complaint against the President, a member or officer of the Tribal Council must be in writing and sworn to by the complainant.

**Section 4. Filling Vacancies in Office.** If the office of President or Vice President, or a seat on the Tribal Council allocated to a Reservation district, becomes vacant due to death, resignation, removal, or other cause, the Tribal Council shall schedule a special election to fill the vacancy for the remainder of the term of office as follows:

(a) In the case of a vacancy in the office of President or Vice President, candidates for office shall be determined and the special election shall be held in accordance with Section 3 of Article VI. If the office of President is vacant, the Vice President shall serve as acting President in the interim. If the offices of both President and Vice President are vacant simultaneously, the Tribal Council shall appoint from within its own number an acting President who shall serve in the interim. While the Vice President or appointed Tribal Council member serves as acting President, such person's seat on the Tribal Council shall be considered temporarily vacant, and upon completion of such service such

person shall resume occupancy of the seat.

(b) In the case of a vacancy in one of the ten seats on the Tribal Council allocated among the districts, candidates shall be determined and the special election shall be held in accordance with Section 4 of Article VI.

(c) An election to fill a vacancy shall occur no later than 90 days after the occurrence of the vacancy, provided that, if the vacancy in office occurs when there is less than 180 days remaining in the term of office, the Tribal Council in its discretion may choose not to hold the election. The decision of the Tribal Council shall be final and not subject to judicial review in any court. If the Tribal Council so chooses not to hold an election as to a vacancy in a Tribal Council seat allocated to a district, the Council promptly shall publicly solicit the filing of Declarations of Candidacy by qualified persons desiring to be appointed to the seat for the remainder of its term. No filing fee shall be required. Promptly after the close of such filing period, by majority vote the Tribal Council shall make such appointment from among all qualified persons filing a Declaration of Candidacy.

(d) Subject to the provisions of this Constitution and Bylaws, all elections and other proceedings to fill a vacancy shall be conducted in accordance with such ordinances and resolutions as may be adopted by the Tribal Council.

## ARTICLE VIII -- REFERENDUM

**Section 1.** Upon a petition, signed by at least ten (10) percent of the registered voters from each district, a referendum may be demanded on any tribal adoption of a person or the elimination of a person from the tribal roll, or on any proposed or enacted ordinance or resolution of the Tribal Council and the vote of the majority of the qualified voters voting in such referendum shall be conclusive and binding upon the Tribal Council, provided at least thirty (30) percent of the eligible voters shall vote in such referendum.

## ARTICLE IX -- LAND

**Section 1. Allotted Lands.** Allotted lands, including heirship land, within the Northern Cheyenne Indian Reservation shall continue to be held as heretofore by their present owners. It is recognized that under existing law such lands may be inherited by the heirs of the present owner, whether or not they are members of the Northern Cheyenne Tribe. Likewise, it is recognized that under existing law the Secretary of the Interior may, in his discretion, remove restrictions upon such land, upon application by the Indian owner, whereupon the land will become subject to State taxes and may be mortgaged or sold. The right of the individual Indian to hold or to part with his land, as under existing law, shall not be abrogated by anything contained in this Constitution, but the owner of restricted land may, with the approval of the Secretary of the Interior, voluntarily convey his land to the Northern Cheyenne Tribe either in exchange for a money payment or in exchange for an assignment covering the same land or other

land, as hereinafter provided.

**Section 2. Tribal Lands.** The unallotted lands of the Northern Cheyenne Indian Reservation and all lands which may hereafter be acquired by the Northern Cheyenne Tribe or by the United States in trust for the Northern Cheyenne Tribe, shall be held as tribal lands and no part of such land shall be mortgaged, sold, or ceded. Tribal lands shall not be allotted to individual Indians but may be assigned to members of the Northern Cheyenne Tribe, or leased, or otherwise used by the Tribe, as hereinafter provided.

**Section 3. Leasing of Tribal Land.**

(a) Tribal land may be leased by the Tribal Council, with the approval of the Secretary of the Interior, for such periods as permitted by law.

(b) Grazing permits covering tribal lands may be issued by the Tribal Council, with the approval of the Secretary of the Interior, for such periods of time as permitted by law.

**Section 4. Assignments of Tribal Land.**

(a) The Tribal Council may by ordinance approved by the Secretary of the Interior provide for the granting and tenure of assignments of tribal land to members of the Tribe, provided, the rights of all members of the Tribe be not violated.

(b) Any member of the Tribe who owns an allotment or any share of heirship land or patent-in-fee land may voluntarily transfer his interest in such land to the Tribe in exchange for an assignment to the same land or for other land or a proportionate share in a larger grazing unit.

**Section 5. Use of Unassigned Tribal Land.** Tribal land which is not leased or assigned, including tribal timber reserves, shall be managed by the Tribal Council subject to the approval of the Secretary of the Interior, for the benefit of the members of the entire Tribe, and any cash income derived from such land shall accrue to the benefit of the Tribe as a whole.

**Section 6. Purchase of Land by Tribe.** The Northern Cheyenne Tribal Council is hereby authorized and empowered to use tribal funds to purchase lands or interests in lands for and on behalf of the Northern Cheyenne Tribe under such terms as may be agreed upon provided the purchase is approved by the Secretary of the Interior.

**ARTICLE X -- AMENDMENTS**

This Constitution and Bylaws may be amended by a majority vote of the qualified voters of the Tribe, voting at an election called for that purpose by the Secretary of the Interior, provided that at least thirty (30) percent of those entitled to vote shall vote in such election, but no amendment shall become effective until it shall have been approved by the Secretary of the

Interior. It shall be the duty of the Secretary of the Interior to call an election on any proposed amendment at the request of two-thirds (2/3) of the Tribal Council, or upon presentation of a petition signed by one-third (1/3) of the qualified voters of the Tribe.

## ARTICLE XI -- SEPARATION OF POWERS >

**Section 1. Three Branches of Tribal Government.** The power of the government of the Tribe shall be divided into three distinct branches -- Legislative, Executive and Judicial. No person or entity charged with the exercise of power of one branch shall exercise a power belonging to another branch unless expressly authorized to do so in this Constitution and Bylaws, Tribal law, or applicable federal law.

(a) The Legislative Branch shall consist of the Tribal Council and all committees of the Tribal Council. The Tribal Council shall exercise the legislative power of the Tribe, subject to the right of referendum reserved to the Tribal membership under Article VIII.

(b) The Executive Branch shall consist of the Tribal President, Vice President, Secretary and Treasurer, and all administrative agencies, departments and other instrumentalities of the Executive Branch.

(c) The Judicial Branch shall consist of all courts established by ordinance under Article IV, Section 1(i) or any other provision of this Constitution and Bylaws.



# BYLAWS

## ARTICLE I -- DUTIES OF OFFICERS

**Section 1.** The President may, if he desires, preside over all meetings of the Tribal Council. He shall, with the advice and consent of the Tribal Council, appoint delegates, representatives, committees, or other officers as are deemed proper from time to time. He shall have power to fill all vacancies, not otherwise provided for in this Constitution and Bylaws, that may occur when the Tribal Council is not in session and then he shall submit the names of such appointees at the following session. It shall be his duty to convene the Tribal Council for extra sessions. It shall be his duty to see that all enactments, orders, and resolutions are properly executed. He shall have the further right of conferring with any Federal or State official on any matters that affect the welfare of the Tribe. And he shall also have the further right to confer with the several district councils.

**Section 2.** The Vice President shall act as presiding officer of the Tribal Council whenever the President does not so preside. Whenever the President does not preside he may delegate any or all of his powers to the Vice President. In the event that the office of the President becomes vacant, the Vice President shall become temporary President and shall perform the duties and execute the powers of President until the office of President is filled.

**Section 3.** The Tribal Council Secretary shall keep a full report of all proceedings of each regular and special meeting of the Tribal Council and shall perform such other duties of like nature as the Council shall from time to time by resolution provide, and shall transmit copies of the minutes of each meeting to the President of the Council, to the Superintendent of the Reservation, to the Commissioner of Indian Affairs, and to all recognized District Councils of the reservation.

**Section 4.** The Tribal Council Treasurer shall be the custodian of all moneys which come under the jurisdiction or control of the Tribal Council of the Northern Cheyenne. He shall pay out money in accordance with the orders and resolutions of the Council. He shall keep accounts of all receipts and disbursements and shall make written reports of same to the Tribal Council at each regular and special meeting. He shall be bonded in such an amount as the Council by resolution shall provide, such bond to be approved by the Commissioner of Indian Affairs. The books of the Tribal Council Treasurer shall be subject to inspection or audit by the direction of the Council or the Commissioner of Indian Affairs.

**Section 5.** The Sergeant at Arms shall be present at all regular and extra sessions and shall keep order in such meetings and shall perform such other duties as the Tribal Council may by resolution provide.

## ARTICLE II -- QUALIFICATIONS

**Section 1.** In order for a person to be eligible for the office of President of the Tribal

Council he must be at least thirty (30) years of age and a member, by blood, of the Northern Cheyenne Tribe.

**Section 2.** Any person elected as a member of the Tribal Council must be at least twenty-one (21) years of age and a member of the Northern Cheyenne Tribe.

### ARTICLE III -- CERTIFICATION

**Section 1.** The Tribal Council shall appoint an election board which shall certify to the election of all members elected and this shall be done within five (5) days after the election.

**Section 2.** (Oath) I, \_\_\_\_\_, do solemnly swear that I will support and defend the Constitution of the United States against all enemies; carry out faithfully and impartially the duties of my office to the best of my ability; promote and protect the best interests of my Tribe, the Northern Cheyenne, in accordance with this Constitution and Bylaws.

\* This oath of office shall be administered by a Notary Public or Judge.

### ARTICLE IV -- SALARIES

**Section 1.** The salaries of the members or other officers of the Tribal Council of the Northern Cheyenne Tribe may be paid out of available funds within the exclusive control of the Tribal Council or out of any other available tribal funds with the approval of the Secretary of the Interior in accordance with ordinances duly enacted, provided that no Tribal Council shall enact any ordinance increasing the salaries of councilmen during the existing term of office.

### ARTICLE V -- MEETINGS AND PROCEDURE

**Section 1.** The Tribal Council shall assemble on the first and third Mondays of each month.

**Section 2.** A majority of two-thirds (2/3) of the members of the Tribal Council must be present in order to constitute a quorum to do business.

**Section 3.** Extra sessions may be called by the President or by three members of the Tribal Council in writing to the President and when so-called two-thirds (2/3) of the members of the Tribal Council must be present to constitute a quorum, and the Tribal Council shall have power to transact business as in regular meetings.

**Section 4.** The presiding officer in meetings of the Tribal Council shall vote only in the case of a tie.

**Section 5.** Every order, resolution, or vote to which the concurrence of the Tribal Council may be necessary (except on the question of adjournment) shall be presented to the President of the Tribal Council, and before the same shall take effect it shall be approved by him

or being disapproved by him may become effective by being repassed by affirmative vote of seven members of the Tribal Council.

## ARTICLE VI -- ADOPTION OF CONSTITUTION AND BYLAWS

**Section 1.** This Constitution and the attached Bylaws when approved by a majority of the adult voters of the Northern Cheyenne Tribe voting in a special election called by the Secretary of the Interior in which at least 30 percent of the eligible voters vote, shall be submitted to the Secretary of the Interior for approval and shall be effective from the date of such approval.

## ARTICLE VII -- CODE OF ETHICS

**Section 1.** It is declared that the observance of high ethical standards by the President, Vice President, Secretary and Treasurer, and all members of the Tribal Council ("Tribal Officials") is essential to the conduct of Tribal government. In order to promote such high standards of public service and to strengthen the confidence of the Tribal membership in Tribal government, the principles set forth in Section 2 below are adopted as a Code of Ethics for Tribal Officials.

**Section 2.** Every Tribal Official shall be guided by the following principles in discharging the duties and exercising the powers of office. Except as may be otherwise specifically required or permitted by Tribal or federal law, while in office every Tribal Official shall:

- (a) discharge the duties and exercise the powers of office in good faith and in a manner which the Tribal Official believes will best serve the interests of the Tribe;
- (b) not accept any compensation, gratuity, benefit or advantage (other than duly authorized emoluments of office) from any source other than the Tribe in return for exercising or abstaining from exercising any duty or right of office in any particular way;
- (c) not use Tribal money, property or personnel for personal benefit;
- (d) not disclose or use for personal gain any confidential information of the Tribe;
- (e) not knowingly falsify, alter, conceal or destroy any official book, record, account or other document of the Tribe;
- (f) not present, allow or pay any charge or claim against the Tribe which the Tribal Official knows to be improper; and
- (g) not knowingly make any false statement in any official statement, report, certificate or other document, presented to or on behalf of Tribal government or the Tribal membership, which has an adverse effect on significant interests of the Tribe or its membership.





## APPROVAL

I, Keith Beartusk, Area Director, Billings Area Office, Bureau of Indian Affairs, by virtue of authority delegated to me under the Act of June 18, 1934 (48 Stat. 984), as amended, do hereby approve the foregoing Amended Constitution and Bylaws of the Northern Cheyenne Tribe of the Northern Cheyenne Indian Reservation, as amended by ratifying vote of the Tribal membership on May 10, 1996.



---

Keith Beartusk, Area Director  
Billings Area Office

Billings, Montana, May 31, 1996