

# UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF INDIAN AFFAIRS

## APPROVAL OF

# FORT BELKNAP INDIAN COMMUNITY RESIDENTIAL LEASING ACT

The attached Residential Leasing Act, submitted by the Fort Belknap Indian Community (listed in the Federal Register, Vol. 85, No. 20 FR 5463 (January 6, 2020) as the Fort Belknap Indian Community of the Fort Belknap Reservation of Montana, and prepared in accordance with the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012, consisting of 21 pages and adopted by the Fort Belknap Indian Community of the Fort Belknap Reservation of Montana on January 6, 2020, is hereby approved.

Dated: \_ JUN 1 2 2020

Assistant Secretary – Indian Affairs United States Department of the Interior

Pursuant to the authority delegated by 209 DM 8

# FORT BELKNAP INDIAN COMMUNITY RESIDENTIAL LEASING ACT

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### **CHAPTER 1**

Short Title; Authority; Purpose; Applicability; Controlling Law; Severability; Effective Date; Amendment; and Definitions

## Section 1.01 Fort Belknap Residential Leasing Act

This Act shall be known as the "Fort Belknap Residential Leasing Act."

## Section 1.02 Authority

This Act is enacted by the Fort Belknap Indian Community Council ("FBICC") pursuant to the powers including but not limited to the following provisions vested to it under Article V, Section 1, subsections (a – federal negotiation), (c – lease / encumbrance of tribal lands), (f – economic affairs), (l - assignment / use / transfer of tribal lands), and (n – charter subordinate organizations for economic purposes) of the Fort Belknap Indian Community Constitution ("Constitution"), as amended on August 1, 2001. Pursuant to Article V, Section 1, subsections (c – lease / encumbrance of tribal lands), (f – economic affairs), and (l – assignment / use / transfer of tribal lands), the FBICC shall have the authority to lease any real property of the Tribes or leases of space within existing facilities on Tribal Land in accordance with federal law and this Act.

# Section 1.03 Purpose

This Act shall be liberally interpreted and construed to implement the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012 ("HEARTH Act"), which amended 25 USC 415. This Act establishes a process under which the Lease of a Residential Unit or Tribal Land by the Fort Belknap Indian Community ("FBIC") will not require the approval of the Secretary of the Interior if the Lease is executed under this Act that has been approved by the Secretary of the Interior under the HEARTH Act. Nothing in this Act is intended to expand the authority or responsibility of the Secretary of the Interior beyond that provided for under applicable federal statutes or regulations.

# Section 1.04 Applicability

a. Except as excluded under subsection 1.04(b) below, or as contrary to applicable federal statutes or regulations, this Act shall apply to all Tribal

Land for residential use including Permits, unless the FBICC expressly requests the Secretary of the Interior to approve a particular lease.

## b. This Act shall not apply:

- (1) to any commercial, agricultural, solar, or business lease; or
- (2) to any lease of individually owned Indian allotted land; or
- (3) mineral lease.

## Section 1.05 Controlling Law

- a. To the extent that this Act conflicts with any applicable federal statutes or regulations, the federal statute or regulation shall control.
- b. To the extent that any Lease to which this Act applies conflicts with this Act, this Act shall control.

# Section 1.06 Severability

If a court of competent jurisdiction shall adjudge any provision of this Act, or the application thereof to any person or entity to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Act, which shall continue in full force and effect.

#### Section 1.07 Effective Date

This Act shall become effective as FBIC Tribal Law, for all purposes, on the date of enactment by the FBIC and approval by the Secretary of the Interior.

#### Section 1.08 Amendment

This Act may be amended by majority vote of the FBICC, provided that no major substantive amendment hereto shall be effective unless approved by the Secretary of the Interior in accordance with applicable federal laws or regulations.

### Section 1.09 Definitions

For the purpose of this Act, the below terms are defined:

- a. "Act" means this Residential Leasing Act.
- b. "Applicant" means the Person that is seeking to enter into a Lease or secure a Permit authorized by this Act.
- c. "Assignment" means an agreement between a Lessee and an assignee whereby the assignee acquires all or some of the Lessee's rights and assumes all or some of the Lessee's obligations under a Lease.
- d. "BIA" means the Bureau of Indian Affairs, U. S. Department of the Interior.
- e. "Categorical Exclusion" means a category of activities or kinds of action that have been determined not to have a Significant Effect on the Environment and therefore no Environmental Review Process is required.
- f. "FBIC Law" means the body of law governing the land and activities occurring within the jurisdiction of the FBIC, including the Law and Order Code of the FBIC.
- g. "Constitution" means the Constitution and Bylaws of the Fort Belknap Indian Community of Montana as adopted by the Fort Belknap Indian Community in 1935, and as amended in 2001.
- h. "Day" means a calendar day commencing at 12:00 midnight local time.
- i. "Designated Assignee" means any lender to which a mortgagee has or may transfer or assign its interest in a Lease or Leasehold Mortgage.
- j. "Development Period" means the time period from when a Lease is executed to when Improvements on the Leased Premises are substantially completed.
- k. "Environmental Assessment Form" or "EAF" means the form that an Applicant for a Lease or Permit must submit to the Natural Resources Committee to allow

- the Natural Resources Committee to identify and evaluate any Significant Effect on the Environment of approving a Lease or Permit.
- 1. "Fair Annual Lease Value" shall have the meaning set forth in Section 2 of this Act.
- m. "Environmental Review Process" or "ERP" means the Environmental Review Process as described in Chapter 3 of this Act.
- n. "Fort Belknap Indian Community" or "FBIC" means the Gros Ventre and Assiniboine Tribes of the Fort Belknap Indian Community, a federally recognized Indian tribe, and its instrumentalities and agencies.
- o. "Fort Belknap Indian Community Council" or "FBICC" means the governing body of the Gros Ventre and Assiniboine Tribes of the Fort Belknap Indian Community as established by the authority of the Constitution and By-Laws of the Fort Belknap Indian Community approved on the 13<sup>th</sup> day of December 1935.
- p. "HEARTH Act" means the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012, 25 USC §§ 415 (h), P.L. 112-151, 126 Stat.1150 (2012).
- q. "Improvement" means buildings, other structures, and associated infrastructure constructed or installed under a Lease.
- r. "Interested Party" for purposes of the Environmental Review Process means an Applicant, Lessee, or any Indian or non-Indian individual or business entity that resides on or near the Reservation whose interests are or will likely be significantly adversely affected by a decision of the FBICC to Lease Tribal Land.
- s. "Land Committee" means the Land Committee of the FBICC.
- t. "Lease" means a written agreement or contract between the FBIC or Lessor and a Lessee, wherein the Lessee is granted a right to occupy or possess Tribal Land for a specific purpose and duration.
- u. "Lease Documents" means a Lease or Sublease, and any document of

- Assignment, amendment, Leasehold Mortgage, renewal, modification or cancellation of any Lease or Sublease.
- v. "Leased Premises" means the Tribal Land being leased to Lessee by the Lessor.
- w. "Leasehold Mortgage" means a Mortgage, deed of trust, or other instrument or agreement that creates a security interest in, or otherwise pledges a Lessee's leasehold interest as security for a debt or other obligation owed by the Lessee to a lender or other mortgagee, to purchase, construct, refinance, or renovate a Residential Unit or Permanent Improvement.
- x. "Leasehold Mortgagee" means any person, entity, or governmental agency which lends under a Leasehold Mortgage, and includes any Designated Assignee, or any heir, successor, executor, administrator, or assign thereof.
- y. "Leasehold Mortgagor" means the FBIC, any person, or entity who has executed a Leasehold Mortgage, including any heir, successor, executor, administrator, or assign thereof.
- z. "Lessee" means a Person to whom Tribal Land is leased under a Lease.
- cc. "Lessor" means the legal, beneficial, or equitable owner of a Residential Unit or Tribal Land subject to a Lease, including the FBIC, Lessor, and any heir, successor, executor, administrator, or Assignment of the Lessor.
- dd. "LTRO" means the Land Title and Records Office of the BIA.
- ee. "Natural Resources Committee" means the Natural Resources Committee of the FBICC.
- ff. "Performance Bond" means a security interest providing security for the performance of a duty or the payment of a debt and furnished by the Lessee or by a third-party Surety.
- gg. "Permanent Improvements" means buildings, other structures, and associated infrastructure attached to the Leased Premises.

- hh. "Permit" means a written agreement between the FBIC and the Applicant, other than a Lease, whereby the Applicant is granted a revocable use privilege to use Tribal Land for a specified purpose and for a specified period of time.
- ii. "Permittee" means a Person who has acquired a legal right of use to Tribal Land by a Permit under this Act.
- jj. "Person" means an individual, corporation, limited liability company, partnership, joint venture, association, firm, joint stock company, trust, unincorporated association or other legal entity.
- kk. "Reservation" means the Fort Belknap Indian Reservation.
- Il. "Residential Unit" means any structure that will provide a place for a Person to live in.
- mm. "Secretary" means the Secretary of the Interior, U.S. Department of the Interior, or authorized representative.
- nn. "Significant Effect on the Environment" means a substantial adverse change in the environment, including land, air quality, water, flora, fauna, ambient noise, minerals, areas of critical habitat, and areas of historic and cultural significance.
- oo. "Sublease" means a written agreement by which the Lessee grants a Person a right of possession to the Leased Premises no greater than that held by the Lessee under a Lease.
- pp. "Surety" means one who guarantees the performance of another.
- qq. "Trespass" means any unauthorized occupancy, use of, or action on any Tribal Land.
- rr. "Tribal Land" means the surface estate of land held by the United States in trust for the FBIC; land held by the FBIC and subject to federal restrictions against the Tribe or encumbrance; land reserved for federal purposes.
- ss. "Tribe" means the Fort Belknap Indian Community.
- tt. "Trust or Restricted Status" means: 1) that the United States holds title to the

tract in trust for the benefit of the Tribe; or 2) that the Tribe holds title to the tract, but can alienate or encumber it only with approval of the United States because of limitations in the conveyance instrument under Federal law or limitations in Federal law.

uu. "Violation" means a failure to take an action, including payment of compensation, when required by the Lease, or to otherwise not comply with a term of the Lease. This definition applies for purposes of this Act regardless of how "violation" or "default" is defined in the Lease.

#### **CHAPTER 2**

## Approval of Lease; Requirements; Payment; and Recording

## Section 2.01 Approval of Lease

- a. All Leases shall be subject to the approval of the FBICC in accordance with this Act, the Constitution and FBIC Tribal Law.
- b. All Leases shall be signed on behalf of the FBIC by the President, or in his or her absence, the Vice-President.
- c. Any Lease which is approved and executed under this Section 2.01 shall refer to this Act as authority for its execution on behalf of the FBIC.

# Section 2.02 Lease Requirements

- a. All Leases shall be in writing, and at a minimum, identify the following:
  - (1) Describe the tract or parcel of Tribal Land being leased, or on which a Residential Unit being leased is located with reference to a public or private survey plan, if available, in terms sufficient to determine its location and to meet the recording requirements of the BIA LTRO;
  - (2) The purpose of the Lease and authorized uses of the Leased Premises;
  - (3) The parties to the Lease;
  - (4) The effective date and term of the Lease, with up to twenty-five (25) years and two renewals of same, which in total shall not exceed seventy-five (75) years; unless the lease provides otherwise, a holdover does not

### extend a residential Lease:

- (5) If a Lease authorizes the Lessee to make Permanent Improvements during the term of the Lease, the Lease shall identify the general type and location of each Permanent Improvement, and the responsibility for constructing, operating, maintaining, and managing Permanent Improvements during the Lease term. The Lessee shall be required to provide reasonable notice to Lessor of the construction of any Permanent Improvement not described in the Lease and address the ownership and disposition of each Permanent Improvement at the expiration or term of the Lease;
- (6) All rent and payment requirements, including payment due dates, payee and place of payment, acceptable forms of payment, and any late payment charges or other penalty charges, including interest rate charges, as well as whether, when, and how any rental reviews or adjustments are permitted; and
- (7) The due diligence, Performance Bond and insurance requirements that apply, if any.
- b. All Leases shall be in writing, and at a minimum, include the following provisions:
  - (1) There must not be any unlawful, harmful or threatening conduct, creation of a nuisance, illegal activity, or negligent use or waste of the Leased Premises;
  - (2) State the process for amendment, which shall be only in writing signed by both parties, and with the consent of any Leasehold Mortgagee, if applicable;
  - (3) State the governing law and that Lessee must comply with all applicable laws, rules, regulations, and other legal requirements;
  - (4) State the Lease is governed by its terms and conditions and that the Lessee is responsible for understanding the Lease's terms and conditions;
  - (5) Include or attach all required applicable provisions;

- (6) The Lessor has the right, at any reasonable time during the term of the Lease and upon reasonable notice, to enter the Leased Premises for inspection and to ensure compliance;
- (7) A provision identifying remedies, including negotiated remedies and any applicable process for such negotiated remedies and/or a process for a Lessee to cure any violation, in the event of violation, holdover, and/or trespass, including Lessor termination and/or cancellation rights of the Leased Premises; a provision that permits the Secretary in his discretion, and upon a request from the Tribe, to assist the Lessor with enforcement of such process in the event of violation, holdover, and/or trespass;
- (8) If the Leased Premises are within an Indian irrigation project or drainage district the Lease must state the following: "If the Leased Premises are within an Indian irrigation project or drainage district, except as provided by 25 C.F.R. Part 171, the Lessee must pay all operation and maintenance charges that accrue during the Lease term. The Lessee must pay these amounts to the appropriate office in charge of the irrigation project or drainage district."
- (9) The Lessee: (i) holds the United States, the FBIC, and the Lessor harmless from any loss, liability or damages resulting from the Lessee's use or occupation of the Leased Premises, and (ii) indemnifies the United States, the FBIC, and the Lessor against all liabilities or costs relating to use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or release or discharge of hazardous materials from the Leased Premises that occurs during the Lease term, regardless of fault, with exception that the Lessee is not required to indemnify the FBIC or the Lessor for liability or costs arising from the FBIC's or the Lessor's negligence or willful misconduct; and
- (10) Be made for Fair Annual Lease Value, meaning the most probable dollar amount a property should bring in a competitive and open market reflecting all conditions and restrictions of the specified Lease including term, rental adjustment and revaluation, permitted uses, use restrictions, and expense obligations; the Lessee and FBIC each acting prudently and knowledgeably, and assuming consummation of a Lease as of a specified

date and the passing of the leasehold from the FBIC to Lessee under conditions whereby:

- (i) Lessee and the FBIC or Lessor are typically motivated;
- (ii) Both parties are well informed or well advised, and acting in what they consider their best interests;
- (iii) A reasonable time is allowed for exposure in the open market, if applicable to the circumstances;
- (iv) The rent payment is made in terms of cash in United States dollars, and is expressed as an amount per time period consistent with the payment schedule of the Lease; and
- (v) The rental amount represents the normal consideration for the property leased unaffected by special fees or concessions granted by anyone associated with the transaction.

# Section 2.03 Payment

a. For any Lease of Tribal Land requiring payments to be made to the Tribe, the Tribe shall provide the Secretary of the Interior with such documentation of the Lease payments as the Secretary of the Interior may request to enable the Secretary of the Interior to discharge the trust responsibility of the United States with respect to the Premises.

# Section 2.04 Recording

a. All Leases, and amendments thereto, shall be recorded at the Tribal Land Department and Bureau of Indian Affairs, Land Titles and Records Office, provided that, to the extent required by a Leasehold Mortgagee, a Lease shall also be recorded in the appropriate county register of deeds.

### **CHAPTER 3**

Purpose of Review; Requirements for Approval; Categorical Exclusions; and

### **Environmental Review**

# Section 3.01 Purpose of Review

The Purpose of this Chapter 3 is to establish an environmental review process that satisfies the requirements of 25 U.S.C. 415(h)(3)(B)(ii). Except as may otherwise be provided under federal law, the Tribe is not subject to the National Environmental Policy Act of 1969 ("NEPA"), 42 U.S.C. 4331, et. seq. or its implementing regulations.

## Section 3.02 Requirements for Approval

The FBIC shall not approve a Lease under subsection 2.0l(a) of this Act unless:

- a. The Land Department has reviewed the Lease and such other information as may be necessary to identify and evaluate any Significant Effect on the Environment of the intended use of the Leased Premises, and has:
  - (l) Determined that the uses authorized by the Lease are included within a categorical exclusion stated in Section 3.03 and provided that determination in writing to the FBICC; or
  - (2) Issued a final decision after following the procedures set forth in Section 3.04; or
- b. The Land Department has provided the FBICC with notice that the Tribe has carried out a project or activity funded by a federal agency and that it has relied on the environmental review process of the applicable federal agency rather than following the procedures set forth in Section 3.04.

# Section 3.03 Categorical Exclusions

- a. The FBIC hereby finds that the following actions do not individually or cumulatively have a Significant Effect on the Environment; and therefore, except as otherwise provided in subsection 3.03(b), are categorically excluded from the procedures set forth in Section 3.04:
  - i. Approval of a Lease for residential use of an existing Residential Unit, including any associated Permanent Improvements, access roads and utilities; and

- ii. Approval of a Lease for five (5) acres or less of contiguous Tribal Land for construction and residential use of a single structure of one to four dwelling units and any associated Permanent Improvements, access roads and utilities.
- b. Notwithstanding subsection 3.03(a), the Land Department shall follow the procedures set forth in Section 3.04 if it determines that extraordinary circumstances exist under which the residential use of the Leased Premises may, individually or cumulatively, have a Significant Effect on the Environment.

#### Section 3.04 Environmental Review

- a. Unless a categorical exclusion applies, the Land Department shall cause the effects on the environment of the intended uses authorized by the proposed Lease to be identified and evaluated as follows:
  - 1. If the Land Department determines that the uses authorized by the proposed Lease will not have a Significant Effect on the Environment, then it shall cause the following to occur in the order set forth below:
    - (A) A finding of no significant impact shall be issued and posted in public places accessible by any Interested Party at the Ft. Belknap Agency, district community facilities, and the Tribe's website for a minimum of fifteen (15) calendar days;
    - (B) If there is a substantial interest in holding a meeting, a meeting shall be held to provide an opportunity for any Interested Party to comment (both verbal and written) on the finding of no significant impact;
    - (C) Comments shall be reviewed and analyzed and a report shall be issued by the Land Department responding to relevant and substantive comments, if any, regarding the finding of no significant impact, which report shall be posted in public places accessible by any Interested Party at the Ft. Belknap Agency, district community facilities, and the Tribe's website for a

## minimum of fifteen (15) calendar days; and

- (D) Unless subsection 3.04(a)(2) applies, a final decision confirming that the uses authorized by the proposed Lease are expected to have no Significant Effect on the Environment shall be issued and forwarded to FBICC for approval and posted in public places accessible by any Interested Party at the Ft. Belknap Agency, district community facilities, and the Tribe's website for a minimum of fifteen (15) calendar days.
- 2. If the Land Department determines that the proposed Lease will have a Significant Effect on the Environment, then it shall cause the following to occur in the order set forth below:
  - (A) A draft environmental review which identifies and evaluates any Significant Effect on the Environment of uses authorized by the proposed Lease shall be issued and posted in public places accessible by any Interested Party at the Ft. Belknap Agency, district community facilities, and the Tribe's website for a minimum of thirty (30) calendar days;
  - (B) A meeting shall be held on the draft environmental review to provide an opportunity for any Interested Party to comment (both verbal and written) on any Significant Effect on the Environment of the uses authorized by the proposed Lease;
  - (C) Comments shall be reviewed and analyzed and a report shall be issued by the Land Department responding to relevant and substantive comments, if any, on the Significant Effect on the Environment of the uses authorized by the proposed Lease, and the report shall be posted in public places accessible by any Interested Party at the Ft. Belknap Agency, district community facilities, and the Tribe's website for a minimum of thirty (30) calendar days;
  - (D) A final environmental review describing the conclusions of the Land Department on the issues and evidence gathered under this subsection 3.04(2) shall be issued and posted in public places

- accessible by any Interested Party at the Ft. Belknap Agency, district community facilities, and the Tribe's website for a minimum of thirty (30) calendar days; and
- (E) A final decision assessing the potential for any Significant Effect on the Environment associated with the uses authorized by the Lease shall be issued and forwarded to the FBICC for approval and posted in public places accessible by any Interested Party at the Ft. Belknap Agency, district community facilities, and the Tribe's website, and such notice shall remain posted for at least thirty (30) calendar days.

### **CHAPTER 4**

## Approval of Sublease and Assignment; Requirements; and Recording Section

## Section 4.01 Approval of Sublease and Assignment

- a. All Subleases and Assignments, other than to a Leasehold Mortgagee, or the Designated Assignee, shall be subject to the approval of the FBICC in a manner consistent with Tribal Law and the Constitution.
- b. All Subleases and Assignments which are subject to the approval of the FBICC shall be signed on behalf of the Tribe by the President, or in his or her absence, the Vice-President.
- c. All Subleases and Assignments shall require the prior approval of any Leasehold Mortgagee or Surety, if required by the Leasehold Mortgagee or Surety agreement.

# Section 4.02 Lease Options and Liability

- a. A Lessee may sublease a Residential Unit or Tribal Land.
- b. A Lessee may assign a Lease.
- c. No Sublease shall relieve the Lessee or sublessor of any liability under the Lease.

d. In any Assignment, other than to a Leasehold Mortgagee, the assignee must agree in writing to assume all of the obligations and conditions of the Lease, and that the Lease is subject to all applicable laws.

## Section 4.03 Recording

All Subleases and Assignments and amendments thereto shall be recorded with the Land Department and the Bureau of Indian Affairs LTRO.

## **CHAPTER 5**

## Approval of Leasehold Mortgage; Requirements; and Recording

# Section 5.01 Approval of Leasehold Mortgage

All Leasehold Mortgages under a Lease must be separately authorized by the FBICC, unless the Lease authorizes a Leasehold Mortgage and states the law governing foreclosure.

## **Section 5.02 Lessee Options**

A Lessee may grant a Leasehold Mortgage under a Lease.

# Section 5.03 Recording

All Leasehold Mortgages and Assignments, amendments and sales relating thereto shall be recorded with the Land Department and the Bureau of Indian Affairs, LTRO; provided that, to the extent required by a Leasehold Mortgagee, a Leasehold Mortgage shall also be recorded in the appropriate county register of deeds.

#### CHAPTER 6

Complaint; Form of Complaint; Informal Resolution; Decision; Appeal; and No Waiver of Sovereign Immunity

# Section 6.01 Complaint

An Interested Party who has reasonable grounds to believe that the Tribe has

failed to comply with this Act has the right to file a complaint under this Chapter.

## Section 6.02 Form of Complaint

The complaint shall be in writing, signed by the Interested Party, describe the alleged noncompliance with this Act that is the subject of the complaint, state all relief requested, and be addressed to the Land Department, and/or FBICC.

#### Section 6.03 Informal Resolution

The Land Department shall make reasonable efforts to resolve the complaint informally, including but not limited to, attempting to schedule a meeting with the Interested Party for such purpose. All complaints which are resolved through such informal resolution shall be reduced to writing and signed by the Land Department and the Interested Party.

#### Section 6.04 Decision

If a complaint is not resolved informally, the FBICC shall issue a decision on the complaint, which shall be in writing and signed by a FBICC member. The FBICC shall cause the decision to be delivered to the Interested Party no later than twenty (20) business days after receipt of the complaint. The written decision of the FBICC shall constitute a final decision.

# Section 6.05 Appeal

In accordance with 25 U.S.C. 415(h)(8)(A), an Interested Party who has exhausted the tribal remedies set forth in this Chapter 6, may submit a petition to the Secretary of the Interior, at such time and in such form as the Secretary of the Interior deems appropriate, to review the Tribe's compliance with this Act.

# Section 6.06 No Waiver of Sovereign Immunity

Nothing in this Act shall be deemed to waive the sovereign immunity of the Tribe, or any of its officials, employees or representatives.

### **CERTIFICATION**

# Fort Belknap Residential Leasing Act

Pursuant to the requirements for obtaining Tribal Lease approval authority as provided for in the Helping Expedite and Advance Responsible Home Ownership Act ("HEARTH Act"), 25 U.S.C. § 415(h)(4)(A), I certify that this Fort Belknap Residential Leasing Act amends and replaces the previous Residential Leasing Act, and shall govern all rules and regulations with respect to the application for and granting of a residential lease on the Fort Belknap Indian Reservation.

Date: January 6, 2020

Respectfully,

Andy Werk Jr., President

Fort Belknap Indian Community