

RESOLUTION OF THE GOVERNING BODY OF  
THE THREE AFFILIATED TRIBES OF THE  
FORT BERTHOLD RESERVATION

- WHEREAS,** This Nation having accepted the Indian Reorganization Act of June 18, 1934, and the authority under said Act; and
- WHEREAS,** The Constitution of the Three Affiliated Tribes generally authorizes and empowers the Tribal Business Council to engage in activities on behalf of and in the interest of the welfare and benefit of the Tribes and of the enrolled members thereof; and
- WHEREAS,** Article VI, Section 5 (j) of the Constitution of the Three Affiliated Tribes specifically authorizes and empowers the Tribal Business Council to protect and preserve the property and natural resources of the the Tribes; and
- WHEREAS,** On the 3rd day of June, 1986, via Resolution #86-81-C, the Tribal Business Council enacted certain legislation, entitled "Abandoned Motor Vehicles," for the purpose of protecting the health and safety of the residents of the Fort Berthold Reservation, enhancing the state of the physical environment of the Reservation, and providing a means of disposing of abandoned motor vehicles and other scrap metals; and
- WHEREAS,** In an effort to protect the economic interests of Tribal members who are the owners of abandoned motor vehicles which have been towed from public or private locations within the exterior boundaries of the Reservation and have been stored in an impoundment facility, the Tribal Business Council has directed the Legal Department of the Three Affiliated Tribes to negotiate an agreement with Heise Body Shop, wherein reasonable rates would be established for the towing and storage of Indian-owned abandoned motor vehicles and a procedure would be established for the auction sale of such Indian-owned vehicles, whereby the Three Affiliated Tribes would receive a percentage of the sale proceeds; and
- WHEREAS,** Upon the basis of its review and consideration of the proposed agreement presented by the Legal Department, the Tribal Business Council has deemed it to be in the best interests of the Tribes and their members to enter into such agreement;
- NOW, THEREFORE, BE IT RESOLVED,** That the Tribal Business Council of the Three Affiliated Tribes hereby formally approves entry into

**AGREEMENT  
BETWEEN  
THE THREE AFFILIATED TRIBES  
AND  
HEISE BODY SHOP**

**THIS AGREEMENT,** made and entered into on this 10th day of July, 1986, by and between the Three Affiliated Tribes, whose administrative offices are located in New Town, North Dakota (hereinafter referred to as "TRIBES"), and Heise Body Shop, whose place of business is located in New Town, North Dakota (hereinafter referred to as "HEISE"),

**WITNESSETH:** That in consideration of the covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. That, in an effort to and for the purpose of assisting HEISE in the motor vehicle towing and storage aspect of its business, TRIBES have enacted certain legislation entitled "Abandoned Motor Vehicles," via Resolution #86-81-C, dated the 3rd day of June, 1986.

2. That, in consideration of the enactment of said legislation, HEISE agrees to do the following:

a. To tow and store Indian-owned motor vehicles, abandoned within the exterior boundaries of the Fort Berthold Reservation, only at the request of either the Bureau of Indian Affairs Police Department, a police officer who is commissioned by the Bureau of Indian Affairs, or the Indian owner of the vehicle.

b. To assess charges against Indian owners of towed and stored motor vehicles (1) at the rate of Two and 00/100 Dollars (\$2.00) per mile for towing (provided that, in the event that the winching of a vehicle is necessary, such rate may be reasonably in excess of such rate) and (2) at the rate of One and 00/100 Dollars (\$1.00) per day for storage.

c. To assess no storage charge against Indian owners of towed and stored motor vehicles for the initial ten (10) days of storage.

d. After deduction from the total sale price of an auctioned Indian-owned motor vehicle of the applicable expenses incurred in the auctioning procedure, to make payment to TRIBES the amount constituted by ten percent (10%) of the remaining balance of said sale price.

3. This Agreement shall become effective upon its execution by each party, and shall remain in effect perpetually, unless terminated by either party upon thirty (30) days written notice to the other party.

4. Necessary modifications of or amendments to this Agreement may be made if they are submitted in writing, signed by each party and executed with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands in duplicate on the 10th day of July, 1986.

THREE AFFILIATED TRIBES

By: Alyce Spotted Bear  
Alyce Spotted Bear  
Chairperson  
Tribal Business Council

HEISE BODY SHOP

By: James Heise  
James Heise  
Owner

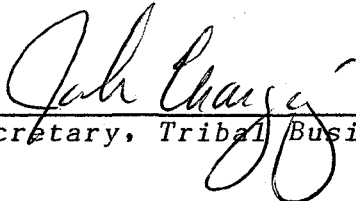
the agreement between the Three Affiliated Tribes and Heise Body Shop, a true and correct photostatic copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED, That the Tribal Business Council hereby authorizes the Tribal Chairperson to execute said agreement on behalf of the Three Affiliated Tribes.

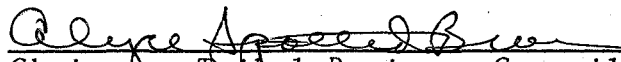
C E R T I F I C A T I O N

I, the undersigned, as Secretary of the Tribal Business Council of the Three Affiliated Tribes of the Fort Berthold Reservation, hereby certify that the Tribal Business Council is composed of 11 members of whom 7 constitutes a quorum, 7 were present at a Regular Meeting thereof duly called, noticed, convened, and held on the 10<sup>th</sup> day of July, 1986; that the foregoing Resolution was duly adopted at such Meeting by the affirmative vote of 7 members, 0 members opposed, 0 members abstained, 0 members not voting, and that said Resolution has not been rescinded or amended in any way.

Dated this 10<sup>th</sup> day of July, 1986

  
Secretary, Tribal Business Council

ATTEST:

  
Chairman, Tribal Business Council