

DATE February 26, 2014

TO: Rep. Rick Hansen

FROM: LSOHC staff

SUBJECT: Timeline: Preventing Forest Fragmentation and Protecting and Restoring Lake and Stream Habitat in the St. Louis Watershed

ML 2013 Recommendation Process (Fall 2012)

- The council's initial review ranked the request 16 out of 39 proposals. Seven members voted in favor of hearing the proposal, with the average score 71.3.
- During the Fond du Lac hearing presentation on September 6, 2012, questions arose regarding the Band's hunting and fishing rights, the disposition of the land in federal trust, and whether the federal government would accept the land with the Notice of Funding Restriction (NOFR), MS 97A.056, subd. 15, on it. Chair Hartwell sends letter dated Sept. 14, 2012 to Fond du Lac chair Karen Diver and asks that the Band respond to the council's concerns.
- Fond du Lac Band responds (September 19, 2012) to letter from Chair Hartwell explaining the rights guaranteed to the tribe under the Treaty of 1854 and that in their opinion, the NOFR is acceptable to the Band and the federal government. The response is sent to council members and included in the September 21, 2012 meeting packets.
- The council's chair proposal includes funding recommendations for all programs receiving an affirmative vote of eight or more members and is used as the basis to begin the funding recommendation discussions during the Sept. 21, 2012 council meeting. J. Kingston makes a motion to include the Fond du Lac request in the funding recommendation. The council deliberates the hunting and fishing issues that have been raised by council members. House counsel advises that tribal hunting and fishing rights exist in all the 1854 treaty areas and affirms that the state has funded other fee acquisitions in the treaty area. On a roll call vote, the council votes 7-5 against recommending funding the proposal. Of the proposals receiving a hearing, only three do not receive a funding recommendation.
- In a letter dated Sept. 28, 2012, Fond du Lac chair Karen Diver discusses the evaluation framework for proposals before the council, how the Fond du Lac proposal met the stated criteria, and raises a question about whether the council followed its evaluation criteria. The letter also requests that the council reconsider funding the project if the November projections exceed the anticipated \$92 million in receipts.
- Chair Hartwell meets with Chair Diver on Oct. 12, 2012 to discuss Fond du Lac's proposal and concerns regarding the council's process and decision making.
- Chair Hartwell summarizes this meeting to the Council at its November 13, 2013 meeting. Members engaged in a discussion on a variety of topics related to this proposal, including criteria used to evaluate programs before the council; wolf hunting and tribal lands; Band property tax liability and federal government impact aid; maintaining tax base within the

Carleton County; economic contributions of the Band; management of northern Minnesota forest fragmentation; and expansion of Indian trust land. Rep. McNamara made a motion that if additional outdoor heritage fund was available after the November forecast that the Council recommend up to \$1.7 million to this program. Motion failed.

ML 2014 Recommendation Process (Fall 2013)

- The Fond du Lac Band of Lake Superior Chippewa submits a funding request for \$2,924,000. The council recommends \$2,800,000 for the program at its Sept. 20 meeting through a series of two separate motions, each receiving a recorded vote, to include the request in the recommendations. Member Hansen recommends \$700,000 and member Olson recommends the balance of \$2,100,000; vote passes 6-4.
- Accomplishment plans are presented for use in preparing the recommendations bill. The Fond du Lac draft accomplishment plan was held back for further clarification regarding hunting and fishing provisions and the nature of trust status and deed enforcement.
- Chair Hartwell sends a letter dated Nov. 20, 2013 to Chair Karen Diver requesting a meeting with the Band and the BIA to assure that the terms and conditions of the Notice of Funding Restriction placed on the deed to protect the state's investment and purposes will be upheld by the federal government if the land is placed in trust status.
- Chair Diver responds in letter dated Dec. 6, 2013 and affirms that the trust application will not impact Minnesota law or the terms and conditions of the accomplishment plan and cites a previous acquisition by the Grand Portage Band in a joint venture with the state of Minnesota to purchase land in fee for the Grand Portage State Park with a reverter clause; clarifies issues surrounding an on-going legal issue between the Band and the city of Duluth; and that the Band has complied with the Council's procedures and criteria for securing funding.
- The Department of Interior, Bureau of Indian Affairs responds in a letter dated Jan. 13, 2014 in which the Bureau affirms that the Fond du Lac Band has the authority to request that land be held in trust by the Bureau; that the BIA has previously held land in trust subject to similar Notice of Funding Restriction language set forth in state statute; and that all trust applications are reviewed on a case-by-case basis.
- At the Dec. 12, 2013 council meeting, the accomplishment plan is progressed and the bill rider language approved.



UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF INDIAN AFFAIRS

Midwest Regional Office

Norman Point II

5600 West American Boulevard, Suite 500

Bloomington, MN 55437



IN REPLY REFER TO:
Real Estate Services

JAN 13 2014

Mr. David Hartwell
Chair, Lessard-Sams Outdoor Heritage Council
The State of Minnesota
100 Dr. Rev. Martin Luther King Jr. Blvd.
Saint Paul, Minnesota 55155

Dear Mr. Hartwell:

On November 26, 2013 the Fond du Lac Band (Band) sent a letter to our office dated November 20, 2013, from the Lessard-Sams Outdoor Heritage Council (L-SOHC) in which you requested a meeting with the Band and the Bureau of Indian Affairs' (BIA) Solicitor's Office to discuss the recommendation of the transfer of 720 acres to the Band pursuant to Minnesota Statutes 2012, Chapter 97A.056. The letter further clarifies that the Band plans on applying to the BIA to have the 720 acres of land placed in trust to be held by the United States of America in trust for the Fond du Lac Band. As such, the L-SOHC is seeking assurance from the BIA that as trustee it is willing to accept the terms and conditions outlined in Minnesota Statute 2012, Chapter 97A.056, subdivisions 15 and 16.

Although time does not permit for a meeting prior to the recommendation review on January 15, 2014, and there is no actual application for our review or otherwise pending with our office, we can offer you the following general guidance only. First, please be advised that 25 U.S.C. § 465 and 25 C.F.R. Part 151, provides the authority and process for BIA to acquire land in trust for the Fond du Lac Band. However, before a federal agency may acquire land, the Attorney General must approve the sufficiency of title. See 40 U.S.C. 3111 (formerly 40 U.S.C. § 255). Second, we can confirm that the BIA has previously acquired land in trust subject to a right of reverter set forth in a state statute. In that instance, the Attorney General reviewed the specific facts surrounding that acquisition and determined that title may be accepted because the conditions complied with the Attorney General's title regulations. See U.S. Dept. of Justice Letter dated May 4, 1999 (copy enclosed). Finally, be advised that any and all trust applications are reviewed on a case by case basis pursuant to the same regulations.

We hope that this information assists you in your final recommendation review. You may direct any questions to Kayla Danks, Regional Realty Officer at (612) 725-4541.

Sincerely,

A handwritten signature in black ink, appearing to be "D. P. Kim", written over a horizontal line.

Acting Regional Director

cc: Honorable Karen R. Diver, Chairperson, Fond du Lac Tribe
Superintendent, Minnesota Agency

Lessard-Sams Outdoor Heritage Council

Action Agenda Item Memo

DATE: December 12, 2013

SUBJECT: Progression of draft accomplishment plan FA-01 Preventing Forest Fragmentation and Protecting and Restoring Lake and Stream Habitat in the St. Louis River Watershed

PRESENTER: Thomas Howes

Background:

At its Nov. 14, 2013 meeting, the council voted to have the draft accomplishment plan re-submitted for review and progression at its Dec. 12, 2013 meeting. The council requested that additional information be provided regarding the Fond du Lac Band of Lake Superior Chippewa's hunting and fishing policies. The following links, describing the Band's hunting and fishing plans, are provided in the draft accomplishment plan.

2012-13 Hunting and Trapping Season:

<http://www.fdlrez.com/newnr/2012-2013%20Seasons%20and%20Limits.pdf>

2013 Fishing Season and Limits:

<http://www.fdlrez.com/newnr/2013%20Fishing%20Seasons%20and%20Limits.pdf>

2013 Spring Turkey Season and Limits:

<http://www.fdlrez.com/newnr/2013%20Spring%20Turkey%20Seasons.pdf>

Suggested Motion:

No motion suggested.

Suggested Procedure:

Draft accomplishment plan is placed before the council for discussion.

Attachment: FA-01 revised draft accomplishment plan

Agenda Item: 6b

Lessard-Sams Outdoor Heritage Council

Laws of Minnesota 2014 Accomplishment Plan

Date: December 06, 2013

Program or Project Title: Preventing Forest Fragmentation and Protecting and Restoring Lake and Stream Habitat in the St. Louis River Watershed

Funds Recommended: \$ 2,800,000

Manager's Name: Thomas Howes

Title: Natural Resources Manager

Organization: Fond du Lac Band of Lake Superior Chippewa

Street Address: 1720 Big Lake Road

City: Cloquet, MN 55720

Telephone: 218.878.7163

E-Mail: thomashowes@fdlrez.com

Organization Web Site: www.fdlrez.com

Legislative Citation:

Appropriation Language:

County Locations: St. Louis

Ecological Planning Regions:

- Northern Forest

Activity Type:

- Protect in Fee

Priority Resources Addressed by Activity:

- Forest
- Habitat
- Prairie
- Wetlands

Abstract:

This project will prevent forest fragmentation and protect and restore lake and stream habitat in the St. Louis River watershed through the fee acquisition of 956 acres and the restoration and enhancement of 271 acres of forests, prairie, and wetlands.

Design and Scope of Work:

The Fond du Lac Band of Lake Superior Chippewa is pleased to present this proposal to prevent forest fragmentation and to protect and restore lake and stream habitat in the St. Louis River watershed through the fee acquisition of 956 acres and the restoration and enhancement of 271 acres of forests, prairie, and wetlands. This project includes acquisition of a 440-acre priority property containing an 80-acre lake, acquisition of 280 acres along a tributary to the St. Louis River, and acquisition of 236 acres with 2,000 feet along the St. Louis River. This project will protect the water quality of the St. Louis River, provide opportunities for public fishing and hunting, and prevent forest fragmentation.

I. Acquiring the 440-Acre Priority Property: Chi-wizo zaaga'iganing (Simian Lake)

The priority for this project is the acquisition of a 440-acre property ("Priority Property"), which is one of the largest privately owned properties within the Fond du Lac Reservation and is being marketed by a real estate broker. The Priority Property contains 83 acres of wetlands and an 80-acre lake, Chi-wizo zaaga'iganing (also known as Simian Lake), which is classified as a high-priority fishery and drains into the St. Louis River. Preventing development of this lake will contribute to the restoration efforts of the St. Louis River by eliminating potential sources of sediment and nutrient loads. By purchasing the Priority Property in its entirety, the Fond du Lac Band will prevent fragmentation of the 194 acres of forest habitat on the Property.

II. Restoring and Enhancing Forests, Prairie, and Wetlands on the Priority Property

The Fond du Lac Band will perform extensive restoration and enhancement activities to improve the quality of the forests, prairie, and wetlands on the Priority Property. Two hundred twenty acres of uplands will be restored or enhanced as forests or prairie. Twenty-one acres of wetlands will be restored and another 30 acres of wetlands will be enhanced by improving the hydrologic flow by filling in ditches and removing compacted soil impeding waterflow. The wetlands will be managed to control invasive species.

III. Acquiring 280 Acres Along the Simian Creek Riparian Corridor

Simian Creek flows north from the Priority Parcel for approximately 3.6 miles before its confluence with the St. Louis River. For 1.8 miles, Simian Creek flows through several properties in private ownership (the "Riparian Properties"). Protecting the Riparian Properties will provide public control of the entire riparian corridor to the confluence with the St. Louis River. This will facilitate the management of the watershed to reduce sediment and nutrient loads into the St. Louis River.

IV. Acquiring 236 Acres Along the Main Stem of the St. Louis River

The Fond du Lac Band will also acquire 236 acres containing 2,000 feet along St. Louis River. This acquisition will further consolidate public ownership and facilitate restoration efforts along the St. Louis River.

V. The Fond du Lac Band Has Substantial Expertise in Land Management

The Fond du Lac Reservation's boundary encompasses more than 101,000 acres, including 3,000 acres of lakes, nearly 44,000 acres of wetlands, 96 miles of rivers and streams, and over 28,000 acres of forests. The Fond du Lac Band has an annual budget of \$4 million to manage and conserve its natural resources. In 2008, the Fond du Lac Band adopted an Integrated Resource Management Plan to guide its work and establish priorities. This project addresses the priorities of this Plan.

VI. Fee-to-Trust Process

After the Fond du Lac Band acquires the project properties, it will seek to transfer the land from "fee land" to "trust land" in which the fee title is held by the United States government, while the Fond du Lac Band retains the beneficial use of and full management responsibilities for the land. Should the Secretary of Interior approve a trust application for the parcels contained in our proposal, the terms and conditions contained in Minnesota law, specifically Minn. Stat. § 97A.056, subds 15-16, and the Accomplishment Plan would not be impacted and would remain in force.

The most salient issue for the Secretary's decision would likely be the reverter of title pursuant to Minn. Stat. § 97A.056, subds 15-16. It is critical to recall that the reverter only applies should the Band not comply with the grant agreement or Accomplishment Plan or restrictions are placed on the land that preclude its use for the intended conservation purposes. In some cases trust applications that included a title reverter have been denied, but this was when the acquiring entity planned to make permanent improvements on the property. Our proposal does not contemplate any permanent improvements and therefore we do not believe that the reverter will be a barrier to approval. In any event, the terms and conditions to which the Band and the State of Minnesota agree will follow the land whether it is held in fee or transferred to trust.

It is important to note that this land acquisition proposal and planned trust application is not without precedent in Minnesota. This proposal and planned trust application is nearly identical to the joint venture between the State of Minnesota and the Grand Portage Band for the creation of the Grand Portage State Park. In that case, the Band purchased state land for the park and applied to put those parcels into trust. Pursuant to Minn. Laws 1989, Ch. 259,

§ 7, a reverter of title provision was included in the sale in the event that the land was not used for a state park. The U.S. Attorney General and Dept. of Interior determined that trust status was appropriate subject to the reverter. The Attorney General's opinion was based, in part, on the fact that the land did not contain any permanent improvements.

The controlling legal authority on this issue has not changed since the Grand Portage application was approved. We believe it is likely that this land acquisition would be treated similarly.

Planning:

MN State-wide Conservation Plan Priorities:

- H2 Protect critical shoreland of streams and lakes
- H3 Improve connectivity and access to recreation
- H4 Restore and protect shallow lakes
- H5 Restore land, wetlands and wetland-associated watersheds
- H7 Keep water on the landscape
- LU8 Protect large blocks of forest land

Plans Addressed:

- Lower St. Louis River Habitat Plan
- Managing Minnesota's Shallow Lakes for Waterfowl and Wildlife
- Minnesota DNR Strategic Conservation Agenda
- State Comprehensive Outdoor Recreation Plan
- 2008 Integrated Resource Management Plan, Fond du Lac Band of Lake Superior Chippewa

LSOHC Statewide Priorities:

- Are ongoing, successful, transparent and accountable programs addressing actions and targets of one or more of the ecological sections
- Produce multiple enduring conservation benefits
- Provide Minnesotans with greater public access to outdoor environments with hunting, fishing and other outdoor recreation opportunities

LSOHC Northern Forest Section Priorities:

- Protect shoreland and restore or enhance critical habitat on wild rice lakes, shallow lakes, cold water lakes, streams and rivers, and spawning areas
- Restore forest-based wildlife habitat that has experienced substantial decline in area in recent decades

Relationship to Other Constitutional Funds:

- No Relationships Listed

Accelerates or Supplements Current Efforts:

A LSOHC grant will not displace existing Fond du Lac Band funding for conservation and natural resource management. Instead, the LSOHC grant will enable the Band to accelerate and expand its conservation efforts. Since the 1990s, the Fond du Lac Band has done extensive conservation work near the Chi-wizo zaga'iganing (Simian Lake) project area to protect the Stoney Brook sub-watershed of the St. Louis River. This conservation work includes restoring hundreds of acres of wild rice habitat on nearby lakes and is detailed in the Band's 2008 Integrated Resource Management Plan. Receiving the LSOHC grant will enable the Band to seize the unique opportunity that was created when the 440-acre property encompassing Chi-wizo zaaga'iganing (Simian Lake) was put up for sale. The Band will continue with its current restoration efforts on wild rice lakes and its other conservation efforts in the Stoney Brook sub-watershed.

Sustainability and Maintenance:

The Fond du Lac Band has the personnel and financial resources to manage properly the 956 acres that will be acquired, restored, and enhanced through this project. The Fond du Lac Band has a \$4 million annual budget for natural resources management. Its natural resources staff includes 62 full-time employees and 30-40 seasonal staff, who are responsible for managing 100,000 acres within the Fond du Lac Reservation and for providing conservation services throughout historic Chippewa territories in Wisconsin and Michigan. The existing staff will be able to integrate the responsibilities for the project area into its work assignments.

The Band’s staff includes a Forester, Fisheries Biologist, Wildlife Biologist, Wetlands Specialist, Watershed Specialist, and Natural Resources Manager, who together will develop a stewardship plan for the project area, including protocol for controlling invasive species and conducting prescribed burns. In addition to its own funds, the Band will seek grants from NRCS, FWS, and U.S. EPA, which have awarded the Fond du Lac Band grants in the past for conservation work.

Government Approval:

Will local government approval be sought prior to acquisition? - Yes

Permanent Protection:

Is the land you plan to acquire free of any other permanent protection? - Yes

Hunting and Fishing Plan:

Is this land open for hunting and fishing? - Yes

The Fond du Lac Band’s culture is strongly linked to hunting and fishing. Hunting and fishing will be regulated on the properties to be acquired the same way these activities are regulated throughout northeast Minnesota. In this region, there is a shared DNR-tribal system of regulations where tribal members are subject to tribal regulations and non-tribal members are subject to DNR regulations. This shared system is the result of hunting, fishing, and gathering rights that the Band retains under treaties with the federal government.

The Fond du Lac Band is deeply committed to sustainably managing natural resources. Below is a link to the Band’s Resource Management Division webpage where annual seasons and limits as well as information on all applicable harvest regulations for Fond du Lac Band Members can be found:

http://fdlrez.com/newnr/main.htm

The Fond du Lac Band understands and respects the diversity of perspectives on wolf hunting. The Fond du Lac Band also understands and respects the constitutional requirement that land acquired with Outdoor Heritage Fund monies be open to public fishing and hunting unless other provided by law. We believe that a balanced approach to this issue requires respecting traditional Ojibwe culture as well as local law. All lands acquired by this project will be off limits to wolf hunting and trapping as the properties are within the boundaries of the Fond du Lac Reservation and would be subject to Fond du Lac Band of Lake Superior Chippewa Ordinance #07/12 "Ma'iingan Protection".

Accomplishment Timeline

	Approximate Date
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Activity	Approximate Date Completed
Negotiate with the landowners of the 440-acre Priority Property encompassing Chi-wizo zaagaiganing (Simian Lake) and the St. Louis River Main Stem Property and enter into purchase agreements	August 1, 2014
Complete due diligence for the acquisition of the Priority Property and St. Louis River Main Stem Property	November 1, 2014
Negotiate with the landowners of the Riparian Properties and enter purchase agreements	December 1, 2014
Acquire fee title to the Priority Property and the St. Louis River Main Stem Property	February 1, 2015
Complete due diligence for the acquisition of the Riparian Properties	April 1, 2015
Develop Forest, Prairie, and Wetland Restoration and Enhancement Plan for the Priority Property	June 1, 2015
Begin implementing the Restoration and Enhancement Plan for the Priority Property	September 1, 2015
Acquire fee title to the Riparian Properties	December 1, 2015
Complete implementation of the Restoration and Enhancement Plan for the Priority Property	July 1, 2018

Outcomes

Programs in the northern forest region:

- Forestlands are protected from development and fragmentation *The nearly 400 total acres of forestland at the project sites will be measured against a baseline year as to age classification and diversity of tree types.*
- Healthy populations of endangered, threatened, and special concern species as well as more common species *Periodic surveys will be conducted at Simian Lake, Simian Creek, and upland areas to evaluate the size and biodiversity of plant and animal populations.*
- Improved aquatic habitat indicators *Fisheries surveys on a 5 year cycle, benthic macroinvertebrate community composition sampled annually, and water quality sampling four times per year will be continued at Simian Lake and Simian Creek along with existing sampling of the St. Louis River and compared to existing baseline data.*
- Increased availability and improved condition of riparian forests and other habitat corridors *The age class and diversity of tree types in the riparian corridor will be measured against a baseline year.*
- Greater public access for wildlife and outdoors-related recreation *Number of visitors will be measured by car counts in parking lots, school visits, and game harvest registrations.*

Budget Spreadsheet

Budget reallocations up to 10% do not require an amendment to the Accomplishment Plan

Total Amount of Request: \$ 2800000

Budget and Cash Leverage

Budget Name	LSOHC Request	Anticipated Leverage	Leverage Source	Total
Personnel	\$0	\$557,400	Fond du Lac Band,Fond du Lac Band,Fond du Lac Band,Fond du Lac Band,Fond du Lac Band,Fond du Lac Band,Fond du Lac Band,Fond du Lac Band	\$557,400
Contracts	\$146,000	\$0		\$146,000
Fee Acquisition w/ PILT	\$0	\$0		\$0
Fee Acquisition w/o PILT	\$2,637,000	\$0		\$2,637,000
Easement Acquisition	\$0	\$0		\$0
Easement Stewardship	\$0	\$0		\$0
Travel	\$0	\$0		\$0
Professional Services	\$17,000	\$17,000	FDL Band	\$34,000
Direct Support Services	\$0	\$0		\$0
DNR Land Acquisition Costs	\$0	\$0		\$0
Capital Equipment	\$0	\$0		\$0
Other Equipment/Tools	\$0	\$0		\$0
Supplies/Materials	\$0	\$0		\$0
DNR IDP	\$0	\$0		\$0
Total	\$2,800,000	\$574,400		\$3,374,400

Personnel

Position	FTE	Over # of years	LSOHC Request	Anticipated Leverage	Leverage Source	Total
Fisheries Biologist	0.20	5.00	\$0	\$54,000	Fond du Lac Band	\$54,000
Wildlife Biologist	0.20	5.00	\$0	\$54,000	Fond du Lac Band	\$54,000
Natural Resources Program Manager	0.15	5.00	\$0	\$58,500	Fond du Lac Band	\$58,500
Forester	0.15	5.00	\$0	\$45,000	Fond du Lac Band	\$45,000
Fire Crew Supervisor	0.20	5.00	\$0	\$38,400	Fond du Lac Band	\$38,400
Fire Crew (3)	0.60	5.00	\$0	\$90,000	Fond du Lac Band	\$90,000
Watershed Specialist	0.20	5.00	\$0	\$42,000	Fond du Lac Band	\$42,000
Conservation Officers (3)	0.20	5.00	\$0	\$126,000	Fond du Lac Band	\$126,000
Wetland Specialist	0.30	5.00	\$0	\$49,500	Fond du Lac Band	\$49,500
Total	2.20	45.00	\$0	\$557,400		\$557,400

Output Tables

Table 1. Acres by Resource Type

Type	Wetlands	Prairies	Forest	Habitats	Total
Restore	0	0	0	0	0
Protect in Fee with State PILT Liability	0	0	0	0	0
Protect in Fee W/O State PILT Liability	83	26	436	411	956
Protect in Easement	0	0	0	0	0
Enhance	0	0	0	0	0
Total	83	26	436	411	956

Table 1b. How many of these Prairie acres are Native Prairie?

Type	Native Prairie
Restore	0
Protect in Fee with State PILT Liability	0
Protect in Fee W/O State PILT Liability	0
Protect in Easement	0
Enhance	0
Total	0

Table 2. Total Requested Funding by Resource Type

Type	Wetlands	Prairies	Forest	Habitats	Total
Restore	\$0	\$0	\$0	\$0	\$0
Protect in Fee with State PILT Liability	\$0	\$0	\$0	\$0	\$0
Protect in Fee W/O State PILT Liability	\$361,000	\$113,000	\$1,445,000	\$881,000	\$2,800,000
Protect in Easement	\$0	\$0	\$0	\$0	\$0
Enhance	\$0	\$0	\$0	\$0	\$0
Total	\$361,000	\$113,000	\$1,445,000	\$881,000	\$2,800,000

Table 3. Acres within each Ecological Section

Type	Metro Urban	Forest Prairie	SE Forest	Prairie	N Forest	Total
Restore	0	0	0	0	0	0
Protect in Fee with State PILT Liability	0	0	0	0	0	0
Protect in Fee W/O State PILT Liability	0	0	0	0	956	956
Protect in Easement	0	0	0	0	0	0
Enhance	0	0	0	0	0	0
Total	0	0	0	0	956	956

Table 4. Total Requested Funding within each Ecological Section

Type	Metro Urban	Forest Prairie	SE Forest	Prairie	N Forest	Total
Restore	\$0	\$0	\$0	\$0	\$0	\$0
Protect in Fee with State PILT Liability	\$0	\$0	\$0	\$0	\$0	\$0
Protect in Fee W/O State PILT Liability	\$0	\$0	\$0	\$0	\$2,800,000	\$2,800,000
Protect in Easement	\$0	\$0	\$0	\$0	\$0	\$0
Enhance	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$0	\$0	\$0	\$0	\$2,800,000	\$2,800,000

Table 5. Target Lake/Stream/River Miles

16 miles

Parcel List

For restoration and enhancement programs ONLY: Managers may add, delete, and substitute projects on this parcel list based upon need, readiness, cost, opportunity, and/or urgency so long as the substitute parcel/project forwards the constitutional objectives of this program in the Project Scope table of this accomplishment plan. The final accomplishment plan report will include the final parcel list.

Section 1 - Restore / Enhance Parcel List

No parcels with an activity type restore or enhance.

Section 2 - Protect Parcel List

St. Louis

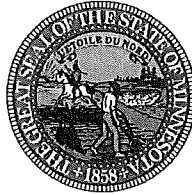
Name	TRDS	Acres	Est Cost	Existing Protection?	Hunting?	Fishing?
Priority Property (Simian Lake Property)	05017229	440	\$1,750,000	No	Limited	Full
Riparian Properties	05017220	280	\$439,000	No	Limited	Full
St. Louis River Shoreline Property	05017218	236	\$448,000	No	Limited	Full

Section 2a - Protect Parcel with Bldgs

No parcels with an activity type protect and has buildings.

Section 3 - Other Parcel Activity

No parcels with an other activity type.



Lessard-Sams Outdoor Heritage Council
The State of Minnesota

State Office Building, Room G95

100 Dr. Rev. Martin Luther King Jr. Blvd.

Saint Paul, Minnesota 55155

November 20, 2013

Chair Karen R. Diver, Chairwoman
Fond du Lac Band of Lake Superior Chippewa
1720 Big Lake Road
Cloquet, MN 55720

Dear Chairwoman Diver,

In a letter to you dated September 14, 2012, the Lessard-Sams Outdoor Heritage Council requested that the Fond du Lac Band of Lake Superior Chippewa agree to the Notice of Funding Restriction attached to the land deed (Minnesota Statutes 2012, Chapter 97A. 056, Subd. 15) and the annual reporting requirements and transfer of requirements procedure (Minnesota Statutes 2012, 97A.056, Subd. 16) prior to an appropriation from the outdoor heritage fund to acquire the Chi-wizo-zaaga'iganing and related properties. You responded to the council on September 19, 2012 stating that the Fond du Lac Band understood and agreed to these requirements. We thank you for this correspondence.

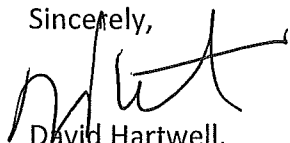
The Lessard-Sams Outdoor Heritage Council is poised to recommend an appropriation in Laws of Minnesota 2014 to the Fond du Lac Band to acquire Chi-wizo-zaaga'iganing and related properties. The Band has acknowledged in its draft accomplishment plan for this recommendation the funding restrictions on the land title and that the restrictions will continue to be in place after the land is in trust status. As part of our due diligence, we seek assurance from the Bureau of Indian Affairs that as trustee it is willing to accept the terms and conditions outlined in Minnesota Statutes 2012, Chapter 97A.056, subdivisions 15 and 16. We are hoping that you and solicitors from the Bureau of Indian Affairs and/or the Department of Interior would meet with us to discuss this issue prior to the delivery of the Outdoor Heritage Fund bill

Page 2 of 2
Chairwoman Karen Diver
November 20, 2013

containing L-SOHC's recommendations. The recommendations are statutorily due to legislative leadership on January 15, 2014.

Thank you for your patience as we work our way through these issues and we await your response as to when we may meet.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Hartwell', is written over the word 'Sincerely,'.

David Hartwell,
Chair, Lessard-Sams Outdoor Heritage Council

Encl: Sept. 12, 2012 letter from D. Hartwell to K. Diver
Sept. 19, 2012 letter from K. Diver to D. Hartwell

Cc:

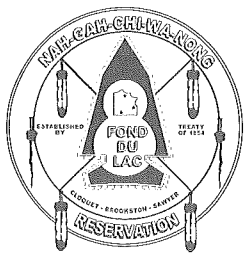
Reginald DeFoe, Director of Resource Management
Thomas Howes, Fond du Lac Natural Resources Manager
Bill Becker, Lessard-Sams Outdoor Heritage Council

Fond du Lac Band of Lake Superior Chippewa

Reservation Business Committee

1720 Big Lake Rd.
Cloquet, MN 55720
Phone (218) 879-4593
Fax (218) 879-4146

December 6, 2013



Mr. David Hartwell, Chairman
Lessard-Sams Outdoor Heritage Council
100 Rev. Dr. Martin Luther King Jr. Blvd.
State Office Building, Room 95
St. Paul, MN 55155

Chairwoman
Karen R. Diver

Re: Grant Application of the Fond du Lac Band of Lake Superior Chippewa

Secretary/Treasurer
Ferdinand Martineau, Jr.

Chairman Hartwell:

Dist. I Representative
Wally Dupuis

I am writing in response to your letter of November 20, 2013 and questions raised regarding our project at the Lessard-Sams Outdoor Heritage Council ("LSOHC") meeting of November 14, 2013. Specifically, you and the Council sought clarification concerning the fee-to-trust process, and its impact on the terms and conditions of our grant agreement. Also, questions were raised concerning the City of Duluth's litigation against the Band. I believe that many of these issues have been addressed in the past 18 months that this proposal has been before the Council for consideration, none the less, I have provided this response to again clarify any outstanding questions.

Dist. II Representative
David R. Tiessen, Jr.

Dist. III Representative
Kevin R. Dupuis, Sr.

Executive Director,
Tribal Programs
Chuck Walt

I. The Trust Application Will Not Impact Minnesota Law Or The Terms and Conditions Of The Accomplishment Plan.

Executive Director,
Enterprises
Michael Himango

Should the Secretary of Interior approve a trust application for the parcels contained in our proposal, the terms and conditions contained in Minnesota law, specifically Minn. Stat. § 97A.05, subds 15-16, and the Accomplishment Plan would not be impacted.

The most salient issue for the Secretary's decision would likely be the reverter of title pursuant to Minn. Stat. § 97A.056, subds 15-16. It is critical to recall that the reverter only applies should the Band not comply with the Accomplishment Plan or restrictions are placed on the land that preclude its use for the intended conservation purposes.. In some cases trust applications that included a title reverter have been denied, but this was when the acquiring entity planned to make permanent improvements on the property. Our proposal does not contemplate any permanent improvements and therefore we do not believe that the reverter will be a barrier to approval of a trust application. If the land is taken into trust, the title reverter would remain in place. If the Secretary concludes that the reverter is too onerous the federal government would simply deny the trust application. In any event, the terms

and conditions to which the Band and State of Minnesota agree will follow the land whether it is held in fee or transferred to trust.

It is important to note that this land acquisition proposal and planned trust application is not without precedent in Minnesota. In fact, this proposal is nearly identical to the joint venture between the State of Minnesota and the Grand Portage Band for the creation of the Grand Portage State Park. In that case, the Band purchased some state land for the park and applied to put those parcels into trust. Pursuant to Minn. Laws 1989, Ch. 259, § 7, a reverter of title provision was included in the sale in the event that the land was not used for a state park. The United States Attorney General and Department of Interior determined that trust status was appropriate subject to the reverter. The Attorney General's opinion was based, in part, on the fact that the land did not contain any permanent improvements.

The federal and state controlling legal authority on this issue has not changed since the Grand Portage application was approved. We believe it is likely that this land acquisition would be treated similarly. We have sent a letter to the Bureau of Indian Affairs seeking confirmation of our analysis, and we will forward the Bureau's reply to you when it is received.

II. Fond du Luth Litigation

We understand that some Council members had questions concerning the City of Duluth's suit against the Fond du Lac Band over the Fond du Luth Casino. There have been various news articles covering this suit - some accurate, some not. As the litigation is ongoing, we cannot comment in detail about various aspects of the suit. Any conversation of this litigation requires an acute appreciation of the unique federal law controlling Indian gaming. The federal government retains exclusive jurisdiction and oversight over Indian gaming operations, and we are subject to its rulings and potential penalties.

It is important to remember how this matter originated. In 2009, the Band and the City had a dispute over certain aspects of a casino operating agreement. Instead of negotiating a mutually acceptable agreement, the City chose to sue the Band for breach of contract. During the litigation, the federal regulator of Indian gaming, the National Indian Gaming Commission (NIGC), determined that the Fond du Luth Agreement was in violation of federal law and the obligation for future payments was therefore void. The NIGC then ordered the Band to cease making payments to the City. If the Band did continue to make payments it would be subject to federal penalties. In short, the City sued the Band, the Band defended itself (as any party would), and the federal government determined that the City was not entitled to a percentage of Band revenues as a matter of federal law. Certain issues still remain on appeal in the federal courts.

No doubt the Band is not the first applicant to the Lessard Sams Outdoor Heritage Council to have been involved in litigation. We strongly object to any suggestion that defending ourselves against the suit brought by the City of Duluth makes the Band in any way untrustworthy. To the contrary, the history of the Band clearly demonstrates that no one need explain to us the importance of contractual commitment and the bond of promises made. More recently, the Band's history of operating various businesses with many partners and executing a multitude of contracts with various vendors speaks to our integrity. It is unfortunate that one of the Band's partners chose to litigate, but they are only one of the many entities (both public and private) with which the Band interacts on a daily basis. Any suggestion that the Band defending itself in the Fond du Luth litigation is indicative of our lack of commitment is wholly without merit, offensive, and beneath the dignity of a Council of the State of Minnesota. Even in spite of this unfortunate litigation one fact remains, neither the Band nor the City is going anywhere. Therefore, the Band hopes the City can accept what a federal agency and two federal courts have already told it and let the two governments get back to finding ways to work together going forward. The Band is committed to its lands in Duluth and the over 200 employees that it supports with benefits in the City now and into the future.

III. For the Past Eighteen Months, the Fond du Lac Band Followed the Council's Procedures and Criteria for Securing Funding, and we Expect that the Council will follow its Procedures Going Forward.

For the past eighteen months, the Fond du Lac Band has made a sustained, good-faith effort to secure OHF monies by satisfying the criteria for these funds and following the Council's process. As you recall, our first proposal was submitted in June of 2012.

On September 6, 2012, the Fond du Lac Band's Natural Resource Manager testified at the LSOHC hearing in support of our project. At that hearing, we were disappointed that the attention did not focus on the merits of the project based on the criteria identified in the Council's call for funding request but instead focused on unrelated issues, such as the shared system of hunting and fishing regulations for tribal and non-tribal members that would apply to the project area.

Following that hearing, on September 14, 2012, a letter was sent from LSOHC Chairman David Hartwell to me. Mr. Hartwell asked whether the Fond du Lac Band would agree to adhere to the OHF deed restrictions and the LSOHC annual reporting requirements. In my letter of September 19, 2012 to Mr. Hartwell, I unambiguously answered in the affirmative to both of these questions. I testified at the September 21, 2012 hearing of the LSOHC and reiterated that the Fond du Lac Band agrees to adhere to the terms of the OHF grant agreement. At this hearing, the attention of some LSOHC members was not on the

conservation impact and habitat protection values of the Fond du Lac Band's project, but on unrelated issues, including the wolf hunt, hunting and fishing treaty rights, and the collection of sales taxes on the Fond du Lac Reservation. At this meeting the Council voted not to recommend funding for our project.

On September 28, 2012, I sent a letter to Chairman Hartwell highlighting that the Council's decision was not based on an evaluation of the factors that the LSOHC is required to use, as noted above. I also proposed a constructive path for moving forward, including funding the Fond du Lac Band's project, should additional monies become available to the LSOHC, following revisions in revenue projections.

Following that letter, at its November 13, 2012 meeting, the LSOHC voted not to fund our project, even if revenue projections increased sufficiently to provide funds for the project. Among the reasons put forth at that time for this decision was that the LSOHC had voted at its September meeting to make recommendations to fund projects and that re-opening these recommendations at the November meeting was too late and would undermine the LSOHC process. As it turned out, State revenues did increase sufficiently so that our project could have been fully funded.

In June 2013, the Fond du Lac Band once again applied to the LSOHC for funding for our worthy conservation project. Our project was essentially the same as in 2012, except that the new proposal also included the acquisition of 236 acres with 2,000 feet along the St. Louis River that had been put up for sale within the vicinity of the original project site.

On September 4, 2013, the Fond du Lac Band's Natural Resource Manager once again testified before the LSOHC regarding our conservation project. As in previous LSOHC hearings, the focus of many of these questions was on the wolf hunt and hunting and fishing rights under treaty obligations. However, at the September 20, 2013 meeting, the LSOHC voted to recommend funding the Fond du Lac Band's project in the amount of \$2,800,000. We are heartened by the LSOHC's actions and look forward to securing an OHF grant to advance conservation in Minnesota at our project site.

During the November 14, 2013 meeting, some LSOHC members expressed a desire to undo the recommendations of the September 20, 2013 meeting with respect to the Fond du Lac Band's project. This effort is in direct contrast to the treatment of our project at the November 13, 2012 LSOHC meeting in which reconsideration of our project was deemed to be untimely and would interfere with the LSOHC process. As at previous LSOHC meetings, there was little or no attention directed at the merits of our project, but instead attention was focused on the wolf hunt, hunting and fishing treaty rights, and other illegitimate issues.

Mr. David Hartwell
December 6, 2013
Page 5

The Band has followed the Council's process and has responded, repeatedly to questions both within and without the evaluation criteria. We sincerely hope that the Council is not developing a special evaluation process for our proposal, or any proposal that may come from an Indian Tribe. We hope that the Council will follow its own procedure and not now reconsider funding our proposal. Simply, if reconsideration was not permissible last year, it should not now be an option. We look forward to completing this process and making our project proposal a reality.

Sincerely,

A handwritten signature in cursive script, reading "Karen R. Diver". The signature is written in dark ink and is positioned above the printed name.

Karen R. Diver
Chairwoman

November 20, 2013

Chair Karen R. Diver, Chairwoman
Fond du Lac Band of Lake Superior Chippewa
1720 Big Lake Road
Cloquet, MN 55720

Dear Chairwoman Diver,

In a letter to you dated September 14, 2012, the Lessard-Sams Outdoor Heritage Council requested that the Fond du Lac Band of Lake Superior Chippewa agree to the Notice of Funding Restriction attached to the land deed (Minnesota Statutes 2012, 97A.056, Subd. 15) and the delegation of power to the state (Minnesota Statutes 2012, 97A.056, Subd. 16) prior to an appropriation from the outdoor heritage fund to acquire the Chi-wizo-zaaga'iganing and related properties. You responded to the council on September 19, 2012 stating that the Fond du Lac Band understood and agreed to these requirements. We thank you for this correspondence.

The Lessard-Sams Outdoor Heritage Council has recommended an appropriation in Laws of Minnesota 2014 to the Fond du Lac Band to acquire Chi-wizo-zaaga'iganing and related properties. The Band has acknowledged in its draft accomplishment plan for this recommendation the funding restrictions on the land title and that the restrictions will continue to be in place after the land is in trust status. As part of our due diligence, we need to have assurance from the Bureau of Indian Affairs that the trustee is willing to accept the terms and conditions as outlined in Minnesota Statutes 2012, 97A.056, subdivisions 15 and 16. We are hoping that you and solicitors from the Bureau of Indian Affairs and/or the Department of Interior would meet with us to discuss this issue prior to the delivery of the outdoor heritage fund bill that is statutorily due to legislative leadership on January 15, 2014.

Thank you for your patience as we work our way through these issues and we await your response as to when you may meet with us.

Sincerely,

David Hartwell,
Chair, Lessard-Sams Outdoor Heritage Council

Encl: Sept. 12, 2012 letter from D. Hartwell to K. Diver
Sept. 19, 2012 letter from K. Diver to D. Hartwell

Cc:
Reginald DeFoe, Director of Resource Management
Thomas Howes, Fond du Lac Natural Resources Manager
Bill Becker, Lessard-Sams Outdoor Heritage Council

Lessard-Sams Outdoor Heritage Council

Agenda Item Memo

DATE November 13, 2012

SUBJECT: FA-04, Preventing Forest Fragmentation and Protecting and Restoring Lake and Stream Habitat in the St. Louis Watershed

Background

- In a letter dated Sept. 28, 2012, Fond du Lac chair Karen Diver discusses the evaluation framework for proposals before the Council, how the Fond du Lac proposal met the stated criteria, and raises a question about whether the council followed its evaluation criteria. The letter also requests that the Council reconsider funding the project if the November projections exceed the anticipated \$92 million in receipts.
- Chair Hartwell meets with Chair Diver on Oct. 12, 2012 to discuss Fond du Lac's proposal and concerns regarding the Council's process and decision making.
- On October 16, 2012 Chair Hartwell receives a letter from Fond du Lac Chair Diver, reaffirming the Band's right of self-regulation over harvest activities. A copy is in the meeting packet.
- In summation Chair Diver asks the Council to adopt the notion that Indian self-government not be a criteria for evaluation of future requests and that the Council consider recommending funding FA-04 at the December 11, 2012 meeting if the November forecast increases available funds.

Discussion

The purpose of this discussion is to hear from Chair Hartwell about his meeting with Chair Diver and discuss any possible next steps.

Suggested motion

Motion to include a criteria stating that Indian self-governing harvest regulations shall not be considered when assessing programs requesting outdoor heritage funds in the FY 15 Call for Funding Requests to be approved at the January 8, 2013 meeting.

Suggested Procedure

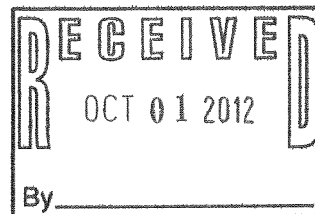
Place a motion before the Council. Members question staff as needed. Members offer and vote on any amendments. Council votes on motion as amended.

Fond du Lac Band of Lake Superior Chippewa

Reservation Business Committee

1720 Big Lake Rd.
Cloquet, MN 55720
Phone (218) 879-4593
Fax (218) 879-4146

September 28, 2012



Lessard-Sams Outdoor Heritage Council
100 Rev. Dr. Martin Luther King Jr. Blvd.
State Office Building, Room 95
St. Paul, MN 55155

Re: Exclusion of tribal participation in the Outdoor Heritage Fund

Members of the Council:

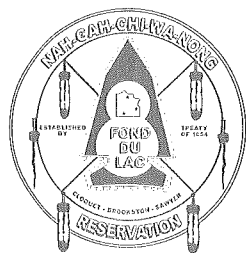
I appreciated the opportunity to answer your questions at the September 21, 2012 meeting of the Lessard-Sams Outdoor Heritage Council ("LSOHC").

We of the Fond du Lac Band are disappointed that the LSOHC voted not to fund our project, *Preventing Forest Fragmentation and Protecting and Restoring Lake and Stream Habitat in the St. Louis River Watershed*. We believe that our project would do an outstanding job of achieving the goals of the LSOHC and that the vote was a missed opportunity to advance conservation in Minnesota.

The purpose of this letter is three-fold. First, this letter reviews the stated criteria for evaluating LSOHC projects and examines the factors that the LSOHC actually used to evaluate our project. Second, we propose a constructive path forward where the Fond du Lac Band and other Indian tribes can be full and valued participants in the LSOHC process. Finally, we request that the LSOHC vote to fund our project should additional moneys become available following the November 2012 revenue projections for the Outdoor Heritage Fund. The discussion below begins with a review of what we understood to be the criteria for evaluating projects proposed for LSOHC funding.

I. The Fond du Lac Band Supports Objective Criteria for Evaluating Projects Proposed for LSOHC Funding.

The Fond du Lac Band supports objective criteria for evaluating projects proposed for funding through the Outdoor Heritage Fund. It is our understanding that LSOHC members are to evaluate projects based on the following criteria:



Chairwoman
Karen R. Diver

Secretary/Treasurer
Ferdinand Martineau, Jr.

Dist. I Representative
Wally Dupuis

Dist. II Representative
Sandra M. Shabiash

Dist. III Representative
Kevin R. Dupuis Sr.

Executive Director,
Tribal Programs
Chuck Walt

Executive Director,
Enterprises
Michael Himango

1. The strategies are clear, effective, and directly address the problems outlined;
2. There is an urgent problem needing immediate attention;
3. If funded, the request will effectively address pertinent Minnesota conservation plans;
4. The request is fully grounded in conservation science;
5. The request effectively addresses LSOHC priorities;
6. The request maximizes leverage with other funding sources;
7. The budget supplements the organization's traditional funding sources and does not substitute;
8. The level of funding is reasonable for each component of the budget;
9. The request has a well-designed plan for sustainability and maintenance; and
10. The stated outcomes provide meaningful evaluation data.

We support these criteria and designed our project with an eye toward effectively addressing each of these factors.

II. The LSOHC Did Not Evaluate the Fond du Lac Band's Project Using the Criteria That It Purports to Follow for Scoring Projects.

At the September 21st meeting of the LSOHC and in the days leading up to that meeting, there were two major issues raised by the LSOHC regarding our project – and neither of these issues had anything to do with the factors identified above for evaluating projects. The first issue was whether the Fond du Lac Band would adhere to the deed restrictions and annual reporting requirements that are conditions of receiving LSOHC funding. In my letter of September 19th, I responded emphatically and unambiguously that the Band would adhere to these requirements, which we support as effective components of a well-run grants program for land acquisitions. The second issue related to the system of combined hunting and fishing regulations for tribal and non-tribal members that would apply to the project area. I address this issue below.

It is clear that the LSOHC at the September 21st meeting did not evaluate our project based on the ten factors listed above. Our project would protect 720 acres of woods, water, and wildlife and expand hunting and fishing opportunities for tribal and non-tribal members. We identified as our priority the acquisition of a 440-acre property containing an 80-acre shallow lake that is currently being marketed by a real-estate broker. In contrast to many other proposals, our project did not request any funds to pay our staff. Instead, we proposed contributing \$557,000 in staff resources to the project.

The Fond du Lac Band has 62 full-time employees in its natural resources program, including a forester, fisheries biologist, wildlife biologist, wetland specialist, and conservation officers. We have worked with USFWS, NRCS, Minnesota DNR, and other

LSOHC

September 28, 2012

Page 3

conservation partners to restore sturgeon in the St. Louis River, restore wild rice lakes, conduct walleye studies, and undertake moose research. In short, we have a track record of success and the capacity to ensure the sustainability of our project. When judged on stated criteria for evaluating proposed LSOHC projects, we are confident that our project competes well against other projects and is worthy of funding.

III. By Voting Against Funding the Fond du Lac Band's Project Because the Project Would Be Subject to a Combined System of State and Tribal Hunting and Fishing Regulations, the LSOHC Broke with Its Precedent and Acted Arbitrarily, Capriciously, and Outside the Scope of Its Authority.

The elephant in the room at the September 21st meeting was that, in our project area, a combined system of hunting and fishing regulations would apply where tribal members would be subject to tribal requirements and non-tribal members would be subject to state requirements. This combined system of regulation has long existed on the Fond du Lac Reservation and in the region of Minnesota ceded by the Ojibwe to the United States under the Treaty of LaPointe (Sept. 30, 1854, 10 Stat. 1109), which extends from Moose Lake to Crane Lake and encompasses the Arrowhead Region. See also Fond du Lac Band of Chippewa Indians v. Carlson, No. 5-92-159, slip op. at 29 (1996), aff'd sub nom. Mille Lacs Band of Chippewa Indians v. State of Minnesota, 124 F.3d 904 (8th Cir. 1997), aff'd, Minnesota v. Mille Lacs Band of Chippewa, 526 U.S. 172 (1999)(reaffirming tribal right of self-regulation over ceded territory harvest activities of Band members reserved under the Treaty of LaPointe). Indeed, the Minnesota Supreme Court recognized in 1979 that state hunting and fishing laws cannot be applied to tribal members on their own reservation. See, e.g., State v. Clark, 282 N.W.2d 902 (Minn. 1979). Thus, the dual regulatory system over hunting and fishing in this area is the necessary result of federal law. Further, it is the public policy of the State of Minnesota that "an agency may not require an Indian tribe or band to deny its sovereignty as a requirement or condition of a grant with an agency." Minn. Stat. § 16B.98, subd. 10. Yet, LSOHC members told members of our project team that they would support funding for our project if the Fond du Lac Band would eliminate the system of combined hunting and fishing regulations. This is a legally impossible condition.

We are accordingly dismayed that the LSOHC would disqualify the Fond du Lac Band from participating in the Outdoor Heritage Fund because the Band has reserved treaty rights under federal law, and believe that your treatment of our application in this regard is punitive and discriminatory. The LSOHC has funded many projects within the Treaty area and all of these projects are subject to a combination of state and tribal hunting and fishing regulations. By voting against the Band's project because the project would be subject to the combined system of state and tribal regulations, the LSOHC broke with the precedent it established in previous projects. Voting on this basis was arbitrary, capricious, and outside the scope of the LSOHC's authority.

IV. A Constructive Path Forward: Establish a Policy That All Projects for Which the Combined System of State and Tribal Hunting and Fishing Regulations Apply Are Eligible for LSOHC Funding.

At the September 21st meeting of the LSOHC, there was much discussion about the value of partnerships and the need for grant applicants to be "lean and mean" so that limited public resources could go farther. The Fond du Lac Band wholeheartedly agrees with these sentiments, which are entirely consistent with our own cultural responsibilities as stewards of the earth. The Band and other Indian tribes are valuable conservation partners throughout Minnesota. To categorically exclude the Band and other Indian tribes from LSOHC funding, hurts conservation in Minnesota. We request that the LSOHC at its next meeting on November 13, 2012 adopt a policy that provides as follows:

"All projects for which the combined system of state and tribal hunting and fishing regulations apply are eligible for funding from the Outdoor Heritage Fund. Furthermore, in evaluating projects proposed for funding, LSOHC members may not reduce the score of or vote against a proposed project on the basis of the applicability of the combined system of state and tribal hunting and fishing regulations to the project site."

Adopting such a policy is a constructive path forward for the LSOHC, the Fond du Lac Band and other Indian tribes, and all Minnesotans who care deeply about our natural resources.

V. The Fond du Lac Band Requests That the LSOHC Vote to Fund Our Project Should Additional Moneys Become Available to the Outdoor Heritage Fund Following the November 2012 Revenue Projections.

At the September 21st meeting, the LSOHC voted to allocate a total of \$92 million to projects from the Outdoor Heritage Fund. At that meeting, there was discussion that additional moneys could become available to the Outdoor Heritage Fund following the November 2012 revenue projections. We request that the LSOHC at its next meeting on November 13, 2012 adopt the following resolution:

Should additional monies beyond the \$92 million allocated to projects become available to the Outdoor Heritage Fund following the next revenue projections, the LSOHC recommends that these funds up to a total of \$2,476,000 be allocated to the project proposed by the Fond du Lac Band entitled *Preventing Forest Fragmentation and Protecting and Restoring Lake and Stream Habitat in the St. Louis River Watershed*.

LSOHC
September 28, 2012
Page 5

Adopting this resolution would be a constructive step forward and help all parties focus on the important task of advancing conservation throughout Minnesota.

VI. Conclusion.

Again, thank you for opportunity to answer your question at the September 21st meeting of the LSOHC. I welcome your comments and responses to this letter. Please contact me if you would to discuss any of the issues raised in this letter.

Sincerely,



Karen R. Diver
Chairwoman

KRD/lao:12L092812

From: David Hartwell [.Hartwell@bellcomb.]

Sent: Wednesday, October 03, 2012 12:58 PM

To: Jim Cox (@mwthermo.); Wayne Enger (@hotmail.); Jane Kingston (@mchsi.); Ryan Bronson (.bronson@atk.); Denny McNamara (.Denny.McNamara@house.); Bill Ingebrightsen (@senate.); Leon Lillie (.leon.lillie@house.); Tom Saxhaug (@senate.); Les Bensch (@prtel.); Ron Schara (@comcast.); Scott Rall (@knology.)

Cc: Bill Becker; Heather Koop

Subject: RE: Fond du Lac follow up letter - please substitute this for the email I just sent.

Council Members:

I am distributing the attached letter addressed to the council from Karen Diver, Chair of the Fond du Lac Band of Chippewa Indians. The letter discusses the evaluation framework for proposals before the council, how the Fond du Lac proposal met the stated criteria, and raises a question about whether the council followed its evaluation criteria. The letter also requests that the council reconsider funding the project if the November projections exceed the anticipated \$92 million. Their position poses a serious problem which needs to be addressed. Some of you may have strong feelings on this subject; nevertheless, I ask that you comment neither publically nor privately on this matter. Remember, we are under the Open Meeting Law and this is official business before the Council.

I am attempting to meet with Tribal Chair Diver to discuss their position and represent the Council on this matter until we meet as a group. I clearly am unable to explain anyone's motive for voting to fund or not fund their request, except my own. I will report on my discussions at the appropriate time in the appropriate manner.

Questions in the interim may be addressed to LSOHC staff. Thank you.

David Hartwell
Bellcomb, Inc.
5001 Boone Avenue North
Minneapolis, MN 55428
763-201-6556
@bellcomb.com

To learn more about Bellcomb's products please visit .bellcomb.



From: [Bill Becker](#)
Subject: Sent on Behalf of David Hartwell re: Meeting With Fond du Lac Band - Report
Date: Friday, October 12, 2012 4:12:47 PM
Attachments: [image002.png](#)

Members:

On Friday October 12, 2012 I met with the Fond du Lac Band to discuss their request for funding FA 04, Preventing Forest Fragmentation and Protecting and Restoring Lake and Stream Habitat in the St. Louis River Watershed and their concerns related to that request. In attendance were Chair Karen Diver and three of her staff: Dennis Peterson, tribal attorney; Reginald DeFoe, Director of Natural Resources Management; and Thomas Howes, Natural Resources Manager.

The conversation was cordial. I agreed that the Council will allocate some time on the November 13, 2012 agenda to discuss their September 28, 2012 letter to Council members and funding requests by the Fond du Lac Band as well as federally recognized Bands in general.

As this is communication to all Council members on business that may come before the Council, it is subject to Minnesota's Open Meeting Law and will be posted on the LSOHC website shortly after it is sent to you.

David

David Hartwell
Bellcomb, Inc.
5001 Boone Avenue North
Minneapolis, MN 55428
763-201-6556
[@bellcomb.com](mailto:dhartwell@bellcomb.com)



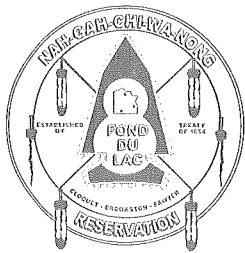
Bill Becker
Executive Director
Lessard-Sams Outdoor Heritage Council
Room G95
State Office Building
100 Dr. Rev. Martin Luther King Jr. Blvd.
Saint Paul, Minnesota 55155

Office phone: 651.296.6397
Cell phone: 612.590.5273

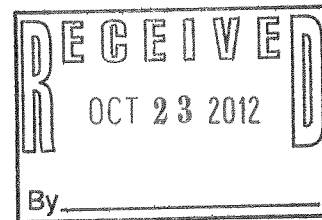
Fond du Lac Band of Lake Superior Chippewa

Reservation Business Committee

1720 Big Lake Rd.
Cloquet, MN 55720
Phone (218) 879-4593
Fax (218) 879-4146



October 16, 2012



Mr. David Hartwell
Chair
Lessard-Sams Outdoor Heritage Council
State Office Building, Room G95
100 Dr. Rev. Martin Luther King Jr. Blvd.
St. Paul, MN 55155

Chairwoman
Karen R. Diver

Secretary/Treasurer
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Dist. I Representative
Wally Dupuis

Dist. II Representative
Sandra M. Shabiash

Dist. III Representative
Kevin R. Dupuis Sr.

Executive Director,
Tribal Programs
Chuck Walt

Executive Director,
Enterprises
Michael Himango

Re: Grant Application of the Fond du Lac Band of Lake Superior Chippewa

Dear Mr. Hartwell:

Thank you for meeting with me on October 13, 2012 to discuss the grant application of the Fond du Lac Band of Lake Superior Chippewa to the Lessard-Sams Outdoor Heritage Council ("LSOHC"). I also appreciated your meeting with Reginald DeFoe and Tom Howes of our Resource Management Division to discuss the broader conservation work of the Fond du Lac Band and to visit the project site that we would protect with LSOHC funds.

As we discussed, the combined system of state and tribal hunting and fishing regulations has long existed on the Fond du Lac Reservation and in the region of Minnesota ceded by the Ojibwe to the United States under the Treaty of LaPointe (September 30, 1854, 10 Stat. 1109), which extends from Moose Lake to Crane lake and encompasses the Arrowhead Region. Landmark decisions by the United States Supreme Court and Minnesota Supreme Court support this dual system of hunting and fishing regulations. See Minnesota v. Mille Lacs Band of Chippewa, 526 U.S. 172 (1999) (affirming the right of tribal self-regulation over harvest activities of Band members under the Treaty of LaPointe); State v. Clark, 282 N.W.2d 902 (Minn. 1979) (recognizing that state hunting and fishing laws cannot be applied to tribal members on their own reservation). Further, it is the public policy of the State of Minnesota that "an agency may not require an Indian tribe or band to deny its sovereignty as a requirement or condition of a grant with an agency." Minn. State. § 16B.98, subd. 10. However, in direct contradiction of this legal requirement, LSOHC members told our project team that they would support funding for our project if

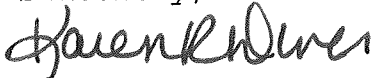
Mr. David Hartwell
Lessard-Sams Outdoor Heritage Council
October 16, 2012
Page 2

the Fond du Lac Band would eliminate the system of combined hunting and fishing regulations.

We share the passion that you and other members of the LSOHC have for protecting and conserving our natural resources. We would like to move forward with the LSOHC along a constructive path beginning at the next meeting of the LSOHC on November 13, 2012.

Again, thank you for coming to Fond du Lac, for your service on the LSOHC and for your interest in our project proposal. Please contact me at any time should you need any additional information.

Sincerely,



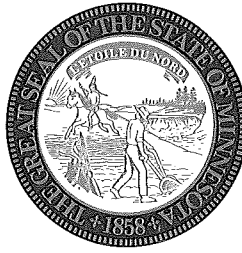
Karen R. Diver
Chairwoman
Fond du Lac Band of Lake Superior Chippewa

KRD/lao:12L101612

Research Department

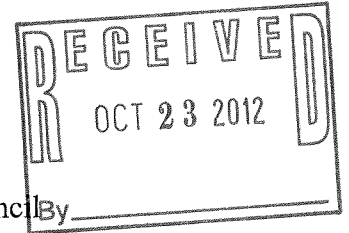
Patrick J. McCormack, Director

600 State Office Building
St. Paul, Minnesota 55155-1298
651-296-6753 [FAX 651-296-9887]
www.house.mn/hrd/hrd.htm




Minnesota House of Representatives

October 23, 2012



TO: Bill Becker, Executive Director, Lessard-Sams Outdoor Heritage Council By _____

FROM:  Joel Michael, Legislative Analyst

RE: State Sales Taxation of Tribal Governments and Tribal Members

This memorandum responds to your request to Janelle Taylor and Greg Knopff for an explanation of the application of Minnesota sales tax to the Fond du Lac Band Government and individual members of the Band. It summarizes in one-page (as you requested) the state sales taxation of the tribal government and members of the tribe.

Under constitutional principles established by the United States Supreme Court and as provided by federal statutory law, states do not have legal authority to impose their sales (or excise) taxes on sales made to tribal governments or on sales made by tribal businesses to tribal members within "Indian country" (i.e., as that term is defined by federal law – essentially on the reservation).¹ Sales by tribal businesses to non-members (e.g., non-Indians and Indians who are not enrolled members of the tribe) are subject to tax. However, states have limited legal authority to enforce those obligations in Indian country, making collection difficult as a practical matter.

Under Minnesota Statute, section 270C.19, the commissioner of revenue has entered into a tax agreement with the Fond du Lac Band (copy attached, including addendum). Under this agreement, the Band and the commissioner have agreed that sales taxes will apply to sales made on the reservation, including those to members of the Band. (Sales to the Band itself are exempt, since it is a sovereign government.) The Department of Revenue (DOR) collects the tax in the same manner it does elsewhere in the state. The tax agreement provides for DOR to make a tax sharing payment to the Band, based on a formula that provides both a per capita payment and a tax sharing payment. This formula essentially refunds an estimate of the sales tax paid by tribal members and shares the remaining revenue between the Band and the state. Similar agreements are in force with nine of the other ten tribal governments in Minnesota. (There is no agreement with Prairie Island.)

JM/mk

xc: Janelle Taylor
Greg Knopff

¹ See, e.g., *Washington v. Confederated Tribes of the Colville Indian Reservation*, 447 U.S. 134 (1980) (sales and cigarette excise taxes); 18 U.S.C. § 1151 (definition of Indian country)



**TAX AGREEMENT BETWEEN THE MINNESOTA DEPARTMENT OF REVENUE
AND THE FOND DU LAC BAND OF LAKE SUPERIOR CHIPPEWA**

This Agreement is between the State of Minnesota ("State") and the Fond du Lac Reservation Business Committee ("RBC") which is the governing body of the Fond du Lac Band of Lake Superior Chippewa ("Band"), a federally-recognized Indian tribe with jurisdiction over lands within the exterior borders of the Fond du Lac Reservation as well as lands outside the exterior borders of the Fond du Lac Reservation owned in trust for the Band by the United States (hereinafter collectively referred to as "the Reservation"). The Commissioner of Revenue, exercising authority granted pursuant to Minnesota Statutes 270.60, and the RBC, pursuant to resolution which is attached to this Agreement, hereby agree to the following:

Section 1. Statement of Intent

A. The intent of this Agreement is to:

1. Provide for the mutual recognition and respect of the State and the Band of the sovereignty of one another.
2. Give recognition to the fact that there are many unsettled questions concerning taxation on Indian reservations and voluntarily resolve many of these uncertainties in a mutually satisfactory way that does not compromise either party's right to assert a position upon termination of the Agreement.
3. Share tax jurisdiction for taxes covered by this Agreement when the State and the Band have dual taxing authority thereby assuring that similar taxes are imposed and collected on and off the Reservation.
4. Establish a mechanism for refunding to the Band tax payments made to the State by Indians subject to the

jurisdiction of the Band (hereafter, "Band members") that are not subject to the State's taxing authority.

5. Establish a mechanism for collecting and sharing state taxes covered by this Agreement that are owed or paid by non-tribal members resulting from reservation activities.

Section 2. Taxes Included in the Agreement

A. Revenue Sharing.

The following taxes are subject to the revenue sharing provisions of this Agreement:

1. Sales and use tax of the type described in Minnesota Statutes, chapter 297 and equivalent tribal taxes adopted by the RBC.
2. Cigarette and tobacco products taxes of the type described in Minnesota Statutes, chapter 297 and equivalent tribal taxes adopted by the RBC.
3. Liquor taxes of the type described in Minnesota Statutes, chapter 297C and equivalent tribal taxes adopted by the RBC.
4. Motor fuel taxes of the type described in Minnesota Statutes, chapter 296 and equivalent tribal taxes adopted by the RBC.

B. Per Capita Refunds.

The following taxes are subject to the per capita refund provisions of this Agreement:

1. Sales and use tax of the type described in Minnesota Statutes, chapter 297A and equivalent tribal taxes adopted by the RBC.
2. Cigarette and tobacco products taxes of the type described in Minnesota Statutes, chapter 297 and equivalent tribal taxes adopted by the RBC.
3. Liquor taxes of the type described in Minnesota Statutes, chapter 297C and equivalent tribal taxes adopted by the RBC.
4. Motor fuel taxes of the type described in Minnesota Statutes, chapter 296 and equivalent tribal taxes adopted by the RBC.

C. Tax on Gaming Proceeds.

1. Nothing in this Agreement is intended to authorize the State to impose any tax on gaming proceeds from Band operated gaming on the Reservation.

D. Other Taxes.

1. Nothing in this Agreement is meant to preclude the Band from imposing other taxes within Band jurisdiction.
2. Nothing in this Agreement is meant to preclude the State from imposing other taxes within State jurisdiction.
3. The Band and persons or entities licensed by the Band to sell petroleum products shall pay the fees imposed upon

distributors pursuant to Minnesota Statutes section 115C.08 subd. 3 and section 239.78 to the same extent and in the same manner as off reservation purchasers of petroleum products.

Section 3 Sharing Agreements

A. Determining the Tax Base That Will Be Shared.

1. The sales and use tax base that will be shared ("sales tax base") is computed by:
 - a. adding the amount of sales and use tax collected from vendors on the Reservation.
 - b. subtracting the amount of the per capita sales tax refund computed pursuant to this Agreement, and
 - c. adding the tribal use tax imposed on sales occurring off the Reservation to Band members who live on or adjacent to the Reservation. The use tax included in the sales tax base is \$136.60 (one hundred thirty six dollars and sixty cents) per Band member living on or adjacent to the reservation.
2. The motor fuel tax base that will be shared ("motor fuel tax base") is computed by:
 - a. adding the motor fuel taxes paid on fuel sold at retail by service stations on the Reservation, and

- b. subtracting the total amount of the motor fuel tax per capita refund computed pursuant to this Agreement, and
 - c. subtracting the motor fuel tax refund paid on purchases made by the RBC pursuant to this Agreement.
- 3. The cigarette and tobacco products tax base and the liquor tax base that will be shared are computed by:
 - a. adding the tax paid on cigarettes and tobacco products and liquor sold at retail on the Reservation, and
 - b. subtracting the total amount of the cigarette and tobacco product and the liquor per capita refunds computed pursuant to this Agreement.
- B. Percent of Tax Base That Will Be Shared.
 - 1. The State will pay to the Band 50% of the sales and use tax base.
 - 2. The State will pay to the Band 50% of the cigarette and tobacco products tax base.
 - 3. The State will pay to the Band 50% of the liquor tax base.
 - 4. The State will pay to the Band 50% of the motor fuel tax base.
 - 5. The State share of each tax base is that portion of the tax base that is not paid to the Band.

Section 4. Per Capita Refunds

- A. The State shall annually pay, in four quarterly payments, an estimate of taxes paid on the reservation by Band members who live on or adjacent to the Reservation.
1. The annual refund for sales and use taxes shall be \$45.50 (forty five dollars and fifty cents) per Band member.
 2. The annual refund for motor fuel taxes shall be \$51.45 (fifty one dollars and forty five cents) per Band member.
 3. The annual refund for cigarette and tobacco products taxes shall be \$36.53 (thirty-six dollars and fifty three cents) per Band member.
 4. The annual refund for liquor taxes shall be \$10.03 (ten dollars and three cents) per Band member.
- B. The refunds specified in paragraphs 1 through 4 and the use tax component of the sales tax base will be recalculated by the State each September, and will be adjusted to reflect changes in the Consumer Price Index for the Minneapolis/St. Paul area for the previous state fiscal year. The changes in the Consumer Price Index will be measured using figures from the United States Bureau of Labor Statistics. The recalculated amounts will form the basis for refunds payable in October. If there has been a material change in a state tax base or tax rate, the State will adjust the per capita payment to reflect those changes.
- C. The quarterly refunds provided by this section shall be determined by:

1. multiplying the following two numbers:
 - (a) the amount per Band Member as identified in paragraph A.1 - A.4, and
 - (b) the latest certified population of the Band members who live on or adjacent to the Reservation, and
 2. dividing the result by four.
- D. The Band shall certify to the State on or before July 1 of each year its population of Band members who live on or adjacent to the Reservation by providing a copy of its latest Report on Service Population and Labor Force, as reported to the United States Department of the Interior, Bureau of Indian Affairs. The revised population number certified by each July 1 shall be used to calculate refunds beginning with the payments payable in October.
- E. The State will not pay any refunds or payments required by this Agreement if the Band has not submitted the population report; provided that if the Band submits the report within one year of the date it is due, the State shall pay all refunds and payments withheld by it up until the date of submission.
- F. The State will pay the quarterly refund amounts by the last day of October, January, April, and July, unless otherwise specified in this Agreement. The State will pay refunds by warrant payable to the RBC.

Section 5. Exemptions from Tax

- A. No sales or use tax shall be assessed on purchases made on or off the Reservation by the Band or a Band owned-entity for goods or services used by the Band or such entity solely for its own use and not intended for resale. To exercise this exemption, the Band or Band-owned entity shall present a State exemption certificate to the vendor at the time of purchase.
- B. No sales or use tax shall be assessed on purchases of supplies on or off the Reservation by Indian or non-Indian purchasers for use in construction projects on the Reservation when the Band or Band-owned entity is a party to the contract, and the contract is being undertaken for the purpose of the Band's welfare. To exercise this exemption, the purchaser shall present a state exemption certificate to the vendor at the time of purchase.
- C. No motor vehicle excise taxes shall be assessed on vehicles purchased by the Band or Band-owned entity for its own use and not intended for resale. To exercise this exemption, the purchaser shall present a copy of an exemption certificate from the State.
- D. Motor fuel taxes paid on purchases made by the Band or Band-owned entity for fuel used by the Band or such entity in vehicles owned by them will be refunded to the Band on a quarterly basis. The Band will file a quarterly claim for refund by the 15th day of the month following the end of the calendar quarter on forms supplied by the State. The claim

shall include supplier invoices evidencing the number of gallons purchased by the Band or Band-owned entity. The claim shall also contain a declaration that the fuel was used by the Band or Band-owned entity in the performance of official tribal business. The State will pay the refund by the 30th day of the first month after the end of the calendar quarter by a warrant made payable to the RBC. No claim will be paid by the State under this section if it is filed more than one year late.

Section 6. Administration of the Agreement

A. Band Implementation.

1. The Band agrees, subject to the provisions of this Agreement, that the taxes provided for under this agreement and imposed by Minnesota Statutes chapters 296, 297, 297A, and 297C, and all subsequent amendments thereto, or Band taxes identical to them, shall be imposed and collected in connection with all transactions occurring on the Reservation. Such taxes shall be collected and remitted in the same manner as required under Minnesota statutes unless otherwise specified in this Agreement.
2. The Band will cause to be adopted and will enforce such Band laws as are necessary to implement the requirements of this Agreement. The Band shall designate the Commissioner of Revenue as agent to collect, and

otherwise administer, the tribal taxes covered by this agreement.

3. All taxes covered by this Agreement will be remitted to the State for distribution according to this Agreement.
4. Upon request of the State, the Band will assist the State in the assessment and collection of any tax owed pursuant to this agreement.
5. All sellers of cigarettes, tobacco products, motor fuel or liquor on the Reservation will purchase their stock from distributors licensed by the State of Minnesota, who will collect all applicable taxes as if the sale occurred off the Reservation to a non-Indian vendor. Any provision in any Minnesota tax law that allows reservation Indians to make purchases exempt from any state tax subject to this Agreement may not be exercised while this Agreement remains in force.
6. The Band or Band-owned entity or Band-licensed entity shall not sell cigarettes or tobacco products to any retailer or licensed subjobber. All cigarettes sold on the Reservation shall contain an Indian Reservation cigarette stamp as described in Minnesota Statutes section 297.03. Such cigarettes may be sold only on the Reservation.
7. The Band shall provide a list to the State of all vendors who make taxable sales on the Reservation as well as a list of all vendors who sell cigarette and tobacco

products, liquor and/or motor fuel. The list should include the legal business name, the address, and the Minnesota Business Identification Number of each vendor, and the type of tax involved for each vendor. The Band agrees to update these lists and the information contained in them as changes occur.

B. Tax Sharing Payments to the Band

1. The State shall calculate the Band's share of the cigarette and tobacco products and liquor tax bases using tax collections reported to the State by the last day of the quarter. The State shall obtain the information from invoices and other records obtained from Reservation vendors and distributors who sell to Reservation vendors.
2. The State will calculate the motor fuel tax base using tax collections reported to the State during the calendar year. The State will obtain the information from invoices and other records of distributors, suppliers and service stations who do business on the Reservation. The State will pay to the Band its share of the motor fuel tax base quarterly. The first three quarterly payments in each calendar year will each be equal to 12.5% of the motor fuel tax base for the previous calendar year. The fourth quarterly payment will be equal to the difference between the first three quarterly payments and 50% of the motor fuel tax base

for the current year. The Band and the State understand that the 4th quarter payment may be significantly higher, or lower, than the three previous payments.

3. The State shall calculate the Band's share of the sales tax base using sales tax collections reported to the State by the last day of the calendar quarter. The Band does not need to file a claim or report for its share of the sales tax base.

4. If a reservation vendor makes a sale in any one day to a person of:

- (a) 10 or more cartons of cigarettes
- (b) 100 or more gallons of motor fuel
- (c) 4 or more cases of beer
- (d) 3 or more cases of wine, or
- (e) 3 or more cases of distilled spirits

then the vendor must prepare an invoice containing the following information:

- (a) name and address of purchaser
- (b) quantity sold
- (c) date of sale
- (d) total sale price

the invoices must be submitted to the State in accordance with the provisions of this Agreement.

5. The Band shall file a separate report each quarter, on a form prescribed by the State, for cigarette and

tobacco products, liquor and motor fuel. The invoices required by paragraph 4 above, must accompany the report. The report shall be filed by the 15th day of April, July, October and January for taxes paid in the preceding quarter. If the Band fails to file its report by the appropriate date, the State will not be obligated to make tax sharing payments for the affected quarter; provided that if the Band makes the filing within one year after its due date, the State shall make the payment within thirty days of the filing.

6. The State will make revenue sharing payments required by this Agreement quarterly. Payments will be made by the last day of April, July, October and January. Payment shall be made by warrant made payable to the RBC.

C. Records.

1. Upon reasonable request of the Band, and subject to the confidentiality provisions of this Agreement, the State shall make available to the Band all records relating to tax filings that relate to the composition of the tax base, including the list of vendors and the amount of sales tax collected from each vendor during a period. Prior to receiving confidential information from the State, the person or persons who review the records for the Band must sign a written statement

whereby the person agrees to be subject to the disclosure laws of the State.

2. The Band agrees to keep accurate records setting forth information in sufficient detail to allow for verification that the Band and Band owned entities are collecting and remitting the correct amount of tax due pursuant to this Agreement. Upon reasonable request of the State, and subject to the confidentiality provisions of this Agreement, the State may conduct a limited examination of the records of the Band and Band-owned entities for the sole purpose of verifying compliance with the requirements of this Agreement. Such examination shall be strictly limited to those enterprise activities of the Band or Band-owned entities which engage in sales subject to the taxes collected pursuant to this Agreement and may include examination of summary reports, exemption certificates, ledgers, cash register tapes and similar records. Nothing in this section authorizes any examination of the records of any part of the Band or Band-owned entity which does not engage in sales subject to the taxes collected pursuant to this Agreement, and nothing in this section authorizes any examination of any records that goes beyond what is needed to verify compliance with the requirements of this Agreement.

3. It is the intent of the State to perform no more than one examination under paragraph 2 during any calendar year. However, the State reserves the right to request additional examinations if the Commissioner of Revenue reasonably believes that the Band or Band-owned entity is materially underreporting taxes owed pursuant to this Agreement.

D. Remedies

1. If the Band refuses to allow the State to inspect the records of the Band or Band-owned entities within 60 days following reasonable request of the State, the State may terminate this Agreement in accordance with Section 8 for failure to abide by the terms of the Agreement.
2. The State may apply any payment due pursuant to this Agreement to any delinquent tax finally determined pursuant to this section to be owed by the Band or a Band-owned entity.
3. Upon completion of an examination of records by the State pursuant to this Agreement, the State shall issue a report to the Band containing the results. If the report indicates a change in liability of the Band or a Band-owned entity, the Band may challenge that report by:
 - (a) Requesting a redetermination from the State. The request must be made in writing within 60 days

following issuance of the report. The redetermination will be made consistent with the appeal provisions contained in Minnesota Statutes, section 289A.65, or

- (b) Requesting that the State enter into arbitration, pursuant to procedures established under the Uniform Arbitration Act. Such request must be made in writing within 60 days following issuance of the report. Only issues concerning the accuracy of the tax under applicable Minnesota law, as modified by this Agreement, may be decided by the arbitrator. Any issues concerning the jurisdiction of the State to impose a tax, are expressly excluded from the scope of arbitration.
- (c) If the Band does not challenge the findings of the State within 60 days after issuance of the report, then any additional tax assessed shall be deducted from future payments made by the State to the Band pursuant to this Agreement until the assessment is paid in full.
- (d) If an examination reveals an overpayment of tax, the amount of the overpayment shall be paid to the Band within 30 days following the issuance of the report.

E. Assignment of Refunds and Payments.

1. Refunds and payments made pursuant to this Agreement may be pledged, assigned, or otherwise used as collateral or security by the Band through action of the RBC for loans, promissory notes, or other financial transactions.
2. When refunds or payments are pledged, assigned, or otherwise used as security, a copy of the Resolution of the RBC authorizing such action shall be mailed or delivered to the Commissioner. Following receipt of the required documents, the Commissioner shall issue future refunds and payments as directed by the documents until notified in writing by the secured party that the assignment has been terminated, or until notified in writing by the Chairman and Secretary-Treasurer of the RBC, accompanied by a resolution of the RBC, that the assignment has been terminated, together with sufficient proof that such termination has occurred.

F. Confidentiality.

1. Tax information gathered by the State in the administration of this Agreement shall be protected and confidential to the same extent as the information is protected and confidential when gathered by the State in the administration of state tax laws pursuant to Minnesota Statutes chapter 270B and other Minnesota laws.

2. The Band agrees to protect the confidentiality of any information relating to this Agreement received from the State to the same extent as the information is protected from disclosure by the State pursuant to Minnesota Statutes chapter 270B and other Minnesota laws.
3. Breach of the confidentiality provisions of this Agreement constitutes grounds for termination under the provisions of this Agreement.

Section 7. Sovereign Immunity

- A. Nothing contained herein shall be construed in any fashion to be a waiver of the sovereign immunity of the Fond du Lac Band of Chippewa Indians, its RBC, its officials, or its entities.

Section 8. Termination of the Agreement

- A. Either party may terminate this Agreement at the end of any calendar year, upon 90 days written notice. A notice of intent to terminate on behalf of the Band must be executed by the Chairman and Secretary/Treasurer of the RBC. A notice of an intent to terminate on behalf of the State must be executed by the Commissioner of Revenue of the State of Minnesota.

- B. Upon the failure of either party to abide by the terms of this Agreement, the other party may terminate the Agreement at any time upon 30 days written notice. The notice must specify the reason or reasons that the Agreement is being terminated. A notice of termination on behalf of the Band must be executed by the Chairman and Secretary/Treasurer of the RBC. A notice of termination on behalf of the State must be executed by the Commissioner of Revenue of the State of Minnesota.
- C. In the event of termination prior to the end of a calendar year, the State shall be obligated to remit the full quarterly remittance provided for according to the terms of this Agreement with respect to the calendar quarter during which notice of termination is given, which obligation shall survive the termination of this Agreement. The Band agrees that until the end of the calendar quarter during which notice was given, all provisions relating to the collection and remittance of any tax under this Agreement remain in effect.

Section 9. Effective Date

This Agreement shall be effective from January 1, 1996, for taxes incurred after December 31, 1995. All obligations created by prior agreements between the State and the RBC remain in effect until the new agreements become effective.

N WITNESS WHEREOF, the State and the Band have caused this Agreement to be executed and delivered by their duly authorized officers.

STATE OF MINNESOTA
DEPARTMENT OF REVENUE

FOND DU LAC RESERVATION
BUSINESS COMMITTEE

By: _____
Commissioner of Revenue

By: _____
Robert B. Peacock, Chairman

Date Signed: _____

Date Signed: _____

By: _____
Peter J. Defoe, Sec./Treas.

Date Signed: _____

**ADDENDUM
TO THE TAX AGREEMENT BETWEEN THE
FOND DU LAC BAND OF LAKE SUPERIOR CHIPPEWA AND THE
MINNESOTA DEPARTMENT OF REVENUE**

This is an Addendum (Addendum) to the Tax Agreement (Agreement), which was duly executed and delivered in 1996, between the State of Minnesota, Department of Revenue (State) and the Fond du Lac Band of Lake Superior Chippewa (Band).

Section 1. Purpose. This Addendum is entered into to provide a mechanism for the State to make refunds and payments to the Band of Health Impact Fees and Fees in Lieu of Settlement that are imposed on the sale of cigarettes and other tobacco products occurring on the Fond du Lac Reservation.

Section 2. Imposition of Fees. The Band agrees that the fees imposed by Minnesota Statutes §§ 256.9658 and 297F. 24, and all subsequent amendments thereto, or fees identical to them, shall be imposed and collected in connection with all transactions occurring on the Reservation.

Section 3. Per Capita Refunds.

(a) Sections 2 and 4 of the Agreement are amended to provide a per capita refund to the Band of the Health Impact Fee under Minn. Stat. § 256.9658 and the Fee in Lieu of Settlement under Minn. Stat. § 297F.24. The current annual per capita refund amount is \$41.08.

(b) The State will recalculate the annual per capita refund amount each September. The recalculated annual per capita refund amount is equal to the total fees collected by the State in the most recent state fiscal year divided by the most recent State population, or population estimate, as published at the time of the recalculation by the United States Census Bureau. The recalculated amount will be the annual per capita refund amount beginning with the payment due in October of each year.

(c) If there is a change in the rate of a fee covered under this Addendum, the State will adjust the annual per capita refund amount under paragraph (a) or the recalculated

amount in paragraph (b), by the amount of the rate change. The adjusted rate will apply to the quarterly payment due for the quarter in which the rate change is effective and continue until the next recalculation required under paragraph (b).

(d) Except as otherwise provided in this Addendum, the quarterly per capita payment to the Band must be calculated in the same manner and paid at the same time as the cigarette and tobacco products excise tax per capita payments under the Agreement. The first payment due under this paragraph is for fees paid by members of the Band in the first quarter of calendar year 2010.

Section 4. Sharing Payments. Sections 2 and 3 of the Agreement are amended to provide a quarterly sharing payment to the Band equal to fifty percent (50%) of the Health Impact Fee under Minn. Stat. § 256.9658 and the Fee in Lieu of Settlement under Minn. Stat. § 297F.24 paid on the Reservation by persons who are not members of the Band. The sharing payment is calculated by:

1. Determining the total Health Impact Fee and Fee in Lieu of Settlement imposed on all cigarettes and tobacco products sold on the Reservation during the quarter;
2. Subtracting the amount of the per capita Health Impact Fee and the Fee in Lieu of Settlement refunds paid for the quarter under Section 3 of this Addendum; and
3. Dividing the result by two.

The Sharing Payment under this paragraph must be made at the same time and in the same manner as the cigarette and tobacco products tax sharing payments under the Agreement. The first payment due under this paragraph is for fees paid by non-members of the Band in the first quarter of calendar year 2010.

Section 5. Cancellation of Agreement. The language in Section 8, paragraph A of the Agreement is stricken and replaced with the following:

Either party may terminate this Agreement at the end of any calendar quarter, upon 60 days written notice. A notice of intent to terminate on behalf of the Band must be executed by the Chairperson and Secretary/Treasurer of the Reservation Business Committee. A notice of intent to terminate on behalf of the State must be executed by the Commissioner of Revenue of the State of Minnesota.

Section 6. Changes in Law After the Effective Date of This Addendum.

(a) If any new sales, use or excise tax is imposed under Minnesota law on the sale of cigarettes and tobacco products, liquor or petroleum, or if a general retail sales tax is imposed on the sale of goods or services, the Commissioner of Revenue will automatically include such tax in the tax base for purposes of the sharing payments and per capita refund payments paid to the Band under the Agreement. The sharing payments and per capita refund payments for any new sales, use or excise tax shall be calculated in the same manner and paid at the same time as the payments and refunds payable to the Band under Sections 3 and 4 of this Addendum.

(b) If any new fee is imposed under Minnesota law on the sale of cigarettes and tobacco products, liquor or petroleum, or if a general retail fee is imposed on the sale of goods or services, the Commissioner of Revenue will automatically include such fee in this Addendum, unless inclusion of the fee would require the approval of another agency, board or governmental entity pursuant to Minn. Stat. § 270C.19, subd. 5(b). The sharing payments and per capita refund payments for any new fee shall be calculated in the same manner and paid at the same time as the payments and refunds payable to the Band under Sections 3 and 4 of this Addendum.

(c) Payments due for any new tax or fee included in paragraphs (a) or (b) of this Section 6 must begin with taxes or fees paid during the quarter in which the new tax or fee is effective.

(d) The Commissioner of Revenue shall notify the Band of the enactment of any new tax, fee or charge imposed under Minnesota law on the sale of cigarettes and tobacco products, liquor or petroleum, or on the sale of goods or services, that cannot be automatically included in the payments and refunds payable to the Band under the Agreement or this Addendum. The notice must be sent to the Band within 45 days after the enactment of any such law.

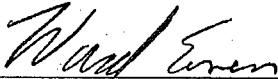
(e) Paragraphs (a) through (d) of this section only apply to state-wide taxes or fees administered by the Commissioner of Revenue.

Section 7. Uniformity. The rights and obligations that the parties have as they relate to the taxes covered under the Agreement apply to the taxes and fees covered under this Addendum. The provisions in the Agreement that relate to the administration of the cigarette and tobacco products tax apply to the fees described in Section 2 of this Addendum. The provisions in the Agreement, including but not limited to the imposition and collection obligations contained in Section 6A of the Agreement, that relate to a particular tax shall apply to any similar future enacted tax or fee covered under Section 6 of this Addendum.

Section 8. Intent to Renegotiate. The parties agree to enter into negotiations to amend the Agreement, including to open discussions related to an update of the per capita refund amounts; to make changes necessary to reflect developments in federal, tribal and state law that have occurred since the Agreement was originally entered into; and to open discussions related to potential sharing and per capita refund payments to the Band for Health Impact Fees and Fees in Lieu of Settlement paid on the sales of cigarettes and tobacco products on the Reservation between August 1, 2005 to January 1, 2010; address other issues that have arisen under the Agreement; and any other issues relevant to the administration of state and tribal taxation. The parties intend that these negotiations start no later than December 31, 2012.

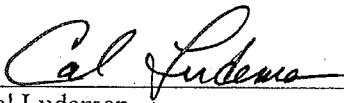
Section 9. Effective Date. This Addendum is effective upon the signature of the parties.

State of Minnesota



Ward Einess
Commissioner of Revenue


Date signed: 10-25-10



Cal Ludeman
Commissioner of Human Services

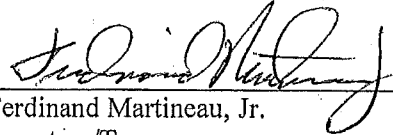
Date signed: 10-27-10

Fond du Lac Band of Lake Superior
Chippewa



Karen R. Diver
Tribal Chairwoman

Date signed: 10/14/10



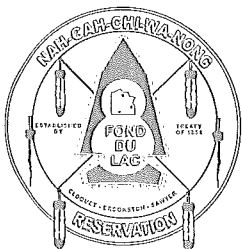
Ferdinand Martineau, Jr.
Secretary/Treasurer

Date signed: 10/18/10

Fond du Lac Band of Lake Superior Chippewa

Reservation Business Committee

1720 Big Lake Rd.
Cloquet, MN 55720
Phone (218) 879-4593
Fax (218) 879-4146



Chairwoman
Karen R. Diver

Secretary/Treasurer
Ferdinand Martineau, Jr.

Dist. I Representative
Wally Dupuis

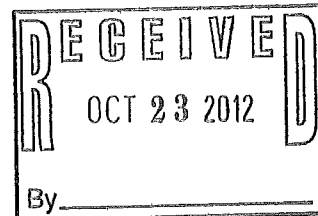
Dist. II Representative
Sandra M. Shabiash

Dist. III Representative
Kevin R. Dupuis Sr.

Executive Director,
Tribal Programs
Chuck Walt

Executive Director,
Enterprises
Michael Himango

October 16, 2012



Mr. David Hartwell
Chair
Lessard-Sams Outdoor Heritage Council
State Office Building, Room G95
100 Dr. Rev. Martin Luther King Jr. Blvd.
St. Paul, MN 55155

Re: Grant Application of the Fond du Lac Band of Lake Superior Chippewa

Dear Mr. Hartwell:

Thank you for meeting with me on October 13, 2012 to discuss the grant application of the Fond du Lac Band of Lake Superior Chippewa to the Lessard-Sams Outdoor Heritage Council ("LSOHC"). I also appreciated your meeting with Reginald DeFoe and Tom Howes of our Resource Management Division to discuss the broader conservation work of the Fond du Lac Band and to visit the project site that we would protect with LSOHC funds.

As we discussed, the combined system of state and tribal hunting and fishing regulations has long existed on the Fond du Lac Reservation and in the region of Minnesota ceded by the Ojibwe to the United States under the Treaty of LaPointe (September 30, 1854, 10 Stat. 1109), which extends from Moose Lake to Crane Lake and encompasses the Arrowhead Region. Landmark decisions by the United States Supreme Court and Minnesota Supreme Court support this dual system of hunting and fishing regulations. See Minnesota v. Mille Lacs Band of Chippewa, 526 U.S. 172 (1999) (affirming the right of tribal self-regulation over harvest activities of Band members under the Treaty of LaPointe); State v. Clark, 282 N.W.2d 902 (Minn. 1979) (recognizing that state hunting and fishing laws cannot be applied to tribal members on their own reservation). Further, it is the public policy of the State of Minnesota that "an agency may not require an Indian tribe or band to deny its sovereignty as a requirement or condition of a grant with an agency." Minn. State. § 16B.98, subd. 10. However, in direct contradiction of this legal requirement, LSOHC members told our project team that they would support funding for our project if

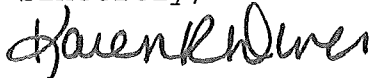
Mr. David Hartwell
Lessard-Sams Outdoor Heritage Council
October 16, 2012
Page 2

the Fond du Lac Band would eliminate the system of combined hunting and fishing regulations.

We share the passion that you and other members of the LSOHC have for protecting and conserving our natural resources. We would like to move forward with the LSOHC along a constructive path beginning at the next meeting of the LSOHC on November 13, 2012.

Again, thank you for coming to Fond du Lac, for your service on the LSOHC and for your interest in our project proposal. Please contact me at any time should you need any additional information.

Sincerely,



Karen R. Diver
Chairwoman
Fond du Lac Band of Lake Superior Chippewa

KRD/lao:12L101612

Fond du Lac Band of Lake Superior Chippewa

Reservation Business Committee

1720 Big Lake Rd.
Cloquet, MN 55720
Phone (218) 879-4593
Fax (218) 879-4146



Chairwoman
Karen R. Diver

Secretary/Treasurer
Ferdinand Martineau, Jr.

Dist. I Representative
Wally Dupuis

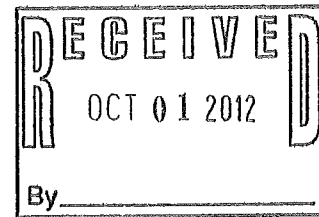
Dist. II Representative
Sandra M. Shabiash

Dist. III Representative
Kevin R. Dupuis Sr.

Executive Director,
Tribal Programs
Chuck Walt

Executive Director,
Enterprises
Michael Himango

September 28, 2012



Lessard-Sams Outdoor Heritage Council
100 Rev. Dr. Martin Luther King Jr. Blvd.
State Office Building, Room 95
St. Paul, MN 55155

Re: Exclusion of tribal participation in the Outdoor Heritage Fund

Members of the Council:

I appreciated the opportunity to answer your questions at the September 21, 2012 meeting of the Lessard-Sams Outdoor Heritage Council ("LSOHC").

We of the Fond du Lac Band are disappointed that the LSOHC voted not to fund our project, *Preventing Forest Fragmentation and Protecting and Restoring Lake and Stream Habitat in the St. Louis River Watershed*. We believe that our project would do an outstanding job of achieving the goals of the LSOHC and that the vote was a missed opportunity to advance conservation in Minnesota.

The purpose of this letter is three-fold. First, this letter reviews the stated criteria for evaluating LSOHC projects and examines the factors that the LSOHC actually used to evaluate our project. Second, we propose a constructive path forward where the Fond du Lac Band and other Indian tribes can be full and valued participants in the LSOHC process. Finally, we request that the LSOHC vote to fund our project should additional moneys become available following the November 2012 revenue projections for the Outdoor Heritage Fund. The discussion below begins with a review of what we understood to be the criteria for evaluating projects proposed for LSOHC funding.

I. The Fond du Lac Band Supports Objective Criteria for Evaluating Projects Proposed for LSOHC Funding.

The Fond du Lac Band supports objective criteria for evaluating projects proposed for funding through the Outdoor Heritage Fund. It is our understanding that LSOHC members are to evaluate projects based on the following criteria:

1. The strategies are clear, effective, and directly address the problems outlined;
2. There is an urgent problem needing immediate attention;
3. If funded, the request will effectively address pertinent Minnesota conservation plans;
4. The request is fully grounded in conservation science;
5. The request effectively addresses LSOHC priorities;
6. The request maximizes leverage with other funding sources;
7. The budget supplements the organization's traditional funding sources and does not substitute;
8. The level of funding is reasonable for each component of the budget;
9. The request has a well-designed plan for sustainability and maintenance; and
10. The stated outcomes provide meaningful evaluation data.

We support these criteria and designed our project with an eye toward effectively addressing each of these factors.

II. The LSOHC Did Not Evaluate the Fond du Lac Band's Project Using the Criteria That It Purports to Follow for Scoring Projects.

At the September 21st meeting of the LSOHC and in the days leading up to that meeting, there were two major issues raised by the LSOHC regarding our project – and neither of these issues had anything to do with the factors identified above for evaluating projects. The first issue was whether the Fond du Lac Band would adhere to the deed restrictions and annual reporting requirements that are conditions of receiving LSOHC funding. In my letter of September 19th, I responded emphatically and unambiguously that the Band would adhere to these requirements, which we support as effective components of a well-run grants program for land acquisitions. The second issue related to the system of combined hunting and fishing regulations for tribal and non-tribal members that would apply to the project area. I address this issue below.

It is clear that the LSOHC at the September 21st meeting did not evaluate our project based on the ten factors listed above. Our project would protect 720 acres of woods, water, and wildlife and expand hunting and fishing opportunities for tribal and non-tribal members. We identified as our priority the acquisition of a 440-acre property containing an 80-acre shallow lake that is currently being marketed by a real-estate broker. In contrast to many other proposals, our project did not request any funds to pay our staff. Instead, we proposed contributing \$557,000 in staff resources to the project.

The Fond du Lac Band has 62 full-time employees in its natural resources program, including a forester, fisheries biologist, wildlife biologist, wetland specialist, and conservation officers. We have worked with USFWS, NRCS, Minnesota DNR, and other

LSOHC

September 28, 2012

Page 3

conservation partners to restore sturgeon in the St. Louis River, restore wild rice lakes, conduct walleye studies, and undertake moose research. In short, we have a track record of success and the capacity to ensure the sustainability of our project. When judged on stated criteria for evaluating proposed LSOHC projects, we are confident that our project competes well against other projects and is worthy of funding.

III. By Voting Against Funding the Fond du Lac Band's Project Because the Project Would Be Subject to a Combined System of State and Tribal Hunting and Fishing Regulations, the LSOHC Broke with Its Precedent and Acted Arbitrarily, Capriciously, and Outside the Scope of Its Authority.

The elephant in the room at the September 21st meeting was that, in our project area, a combined system of hunting and fishing regulations would apply where tribal members would be subject to tribal requirements and non-tribal members would be subject to state requirements. This combined system of regulation has long existed on the Fond du Lac Reservation and in the region of Minnesota ceded by the Ojibwe to the United States under the Treaty of LaPointe (Sept. 30, 1854, 10 Stat. 1109), which extends from Moose Lake to Crane Lake and encompasses the Arrowhead Region. See also Fond du Lac Band of Chippewa Indians v. Carlson, No. 5-92-159, slip op. at 29 (1996), aff'd sub nom. Mille Lacs Band of Chippewa Indians v. State of Minnesota, 124 F.3d 904 (8th Cir. 1997), aff'd, Minnesota v. Mille Lacs Band of Chippewa, 526 U.S. 172 (1999) (reaffirming tribal right of self-regulation over ceded territory harvest activities of Band members reserved under the Treaty of LaPointe). Indeed, the Minnesota Supreme Court recognized in 1979 that state hunting and fishing laws cannot be applied to tribal members on their own reservation. See, e.g., State v. Clark, 282 N.W.2d 902 (Minn. 1979). Thus, the dual regulatory system over hunting and fishing in this area is the necessary result of federal law. Further, it is the public policy of the State of Minnesota that "an agency may not require an Indian tribe or band to deny its sovereignty as a requirement or condition of a grant with an agency." Minn. Stat. § 16B.98, subd. 10. Yet, LSOHC members told members of our project team that they would support funding for our project if the Fond du Lac Band would eliminate the system of combined hunting and fishing regulations. This is a legally impossible condition.

We are accordingly dismayed that the LSOHC would disqualify the Fond du Lac Band from participating in the Outdoor Heritage Fund because the Band has reserved treaty rights under federal law, and believe that your treatment of our application in this regard is punitive and discriminatory. The LSOHC has funded many projects within the Treaty area and all of these projects are subject to a combination of state and tribal hunting and fishing regulations. By voting against the Band's project because the project would be subject to the combined system of state and tribal regulations, the LSOHC broke with the precedent it established in previous projects. Voting on this basis was arbitrary, capricious, and outside the scope of the LSOHC's authority.

IV. A Constructive Path Forward: Establish a Policy That All Projects for Which the Combined System of State and Tribal Hunting and Fishing Regulations Apply Are Eligible for LSOHC Funding.

At the September 21st meeting of the LSOHC, there was much discussion about the value of partnerships and the need for grant applicants to be "lean and mean" so that limited public resources could go farther. The Fond du Lac Band wholeheartedly agrees with these sentiments, which are entirely consistent with our own cultural responsibilities as stewards of the earth. The Band and other Indian tribes are valuable conservation partners throughout Minnesota. To categorically exclude the Band and other Indian tribes from LSOHC funding, hurts conservation in Minnesota. We request that the LSOHC at its next meeting on November 13, 2012 adopt a policy that provides as follows:

"All projects for which the combined system of state and tribal hunting and fishing regulations apply are eligible for funding from the Outdoor Heritage Fund. Furthermore, in evaluating projects proposed for funding, LSOHC members may not reduce the score of or vote against a proposed project on the basis of the applicability of the combined system of state and tribal hunting and fishing regulations to the project site."

Adopting such a policy is a constructive path forward for the LSOHC, the Fond du Lac Band and other Indian tribes, and all Minnesotans who care deeply about our natural resources.

V. The Fond du Lac Band Requests That the LSOHC Vote to Fund Our Project Should Additional Moneys Become Available to the Outdoor Heritage Fund Following the November 2012 Revenue Projections.

At the September 21st meeting, the LSOHC voted to allocate a total of \$92 million to projects from the Outdoor Heritage Fund. At that meeting, there was discussion that additional moneys could become available to the Outdoor Heritage Fund following the November 2012 revenue projections. We request that the LSOHC at its next meeting on November 13, 2012 adopt the following resolution:

Should additional monies beyond the \$92 million allocated to projects become available to the Outdoor Heritage Fund following the next revenue projections, the LSOHC recommends that these funds up to a total of \$2,476,000 be allocated to the project proposed by the Fond du Lac Band entitled *Preventing Forest Fragmentation and Protecting and Restoring Lake and Stream Habitat in the St. Louis River Watershed*.

LSOHC
September 28, 2012
Page 5

Adopting this resolution would be a constructive step forward and help all parties focus on the important task of advancing conservation throughout Minnesota.

VI. Conclusion.

Again, thank you for opportunity to answer your question at the September 21th meeting of the LSOHC. I welcome your comments and responses to this letter. Please contact me if you would to discuss any of the issues raised in this letter.

Sincerely,



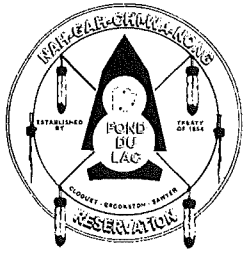
Karen R. Diver
Chairwoman

KRD/lao:12L092812

Fond du Lac Band of Lake Superior Chippewa

Reservation Business Committee

1720 Big Lake Rd.
Cloquet, MN 55720
Phone (218) 879-4593
Fax (218) 879-4146



Chairwoman
Karen R. Diver

Secretary/Treasurer
Ferdinand Martineau, Jr.

Dist. I Representative
Wally Dupuis

Dist. II Representative
Sandra M. Shabiash

Dist. III Representative
Kevin R. Dupuis Sr.

Executive Director,
Tribal Programs
Chuck Walt

Executive Director,
Enterprises
Michael Himango

September 19, 2012

Mr. David Hartwell
Chair
Lessard-Sams Outdoor Heritage Council
State Office Building, Room G95
100 Dr. Rev. Martin Luther King Jr. Blvd.
St. Paul, MN 55155

Re: Grant Application of the Fond du Lac Band of Lake Superior Chippewa

Dear Mr. Hartwell:

Thank you for your letter regarding the grant application of the Fond du Lac Band of Lake Superior Chippewa to the Lessard-Sams Outdoor Heritage Council ("LSOHC"). We at the Fond du Lac Band are extremely excited about our proposal, which would protect 720 acres of woods, water, and wildlife and expand hunting and fishing opportunities for tribal and non-tribal members.

In your letter, you refer to two requirements of the legislation authorizing the expenditure of moneys from the Outdoor Heritage Fund. The first requirement provides that a recipient of Outdoor Heritage Funds must comply with the terms of the grant agreement in perpetuity. ML 2012, Ch. 264, Art. 1, Sec. 6, sub. 15. Failure to comply with the terms of the grant agreement can result in title to the property being transferred to the State of Minnesota. This requirement also provides that notice of the funding agreement must be recorded. The second requirement provides that a recipient of moneys appropriated from the Outdoor Heritage Fund must submit an annual report to the LSOHC by December 1st of each year. ML 2012, Ch. 264, Art. 1, Sec. 6, sub. 16.

The Fond du Lac Band understands the perpetual nature of the restrictions associated with grants administered by the LSOHC and of the need to record notice of the funding agreement. We further understand that failure to comply with the grant terms can result in loss of title to the property. The Fond du Lac Band supports these requirements as effective components to a well-run grants program for land acquisitions. Furthermore, we also understand and support the annual reporting requirements.

Mr. David Hartwell
Lessard-Sams Outdoor Heritage Council
September 19, 2012
Page 2

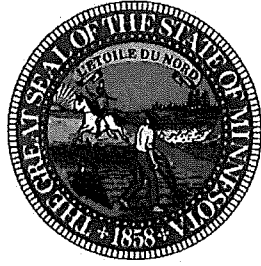
I thank you for your service on the LSOHC and for your interest in our project proposal. Please do not hesitate to contact me if you have any additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Karen R. Diver". The signature is fluid and cursive, with the first name "Karen" being more prominent.

Karen R. Diver
Chairwoman
Fond du Lac Band of Lake Superior Chippewa

KRD/lao:12L091912



Lessard-Sams Outdoor Heritage Council
The State of Minnesota

State Office Building, Room G95 100 Dr. Rev. Martin Luther King Jr. Blvd. Saint Paul, Minnesota 55155

September 14, 2012

Chairwoman Karen R. Diver
Fond du Lac Band of Lake Superior Chippewa
1720 Big Lake Road
Cloquet, MN 55720

Dear Chairwoman Diver:

The Lessard-Sams Outdoor Heritage Council, the legislative body that makes appropriation recommendations from the Outdoor Heritage Fund to the Minnesota legislature, recently heard a funding request (Preventing Forest Fragmentation and Protecting and Restoring Lake and Stream Habitat in the St. Louis River Watershed) from the Fond du Lac Band of Lake Superior Chippewa to acquire in fee Chi-wizo zaaga'iganing and related riparian properties.

Thomas Howes, Natural Resource Manager for the Band, testified that the lands acquired in fee would be held in trust by the federal government. While the council has made several past recommendations for lands to be acquired in fee to be federally held and managed in Waterfowl Production Areas and National Wildlife Refuges, the statutorily required deed restrictions, related reporting requirements, mandatory permission of the state and potential forfeiture of the property presented problems for the Solicitor General.

Specifically, ML 2012, Ch. 264, Art. 1, Sec. 6, sub. 15, Land Acquisition Restrictions requires that all lands acquired in fee to be used in perpetuity for which the appropriation was made. The language is as follows:

(a) An interest in real property, including, but not limited to, an easement or fee title, that is acquired with money appropriated from the outdoor heritage fund must be used in perpetuity or for the specific term of an easement interest for the purpose for which the appropriation was made. The ownership of the interest in real property transfers to the state if: (1) the holder of the interest in real property fails to comply with the terms and conditions of the grant agreement or accomplishment plan; or (2) restrictions are placed on the land that preclude its use for the intended purpose as specified in the appropriation. (b) A recipient of funding that acquires an

interest in real property subject to this subdivision may not alter the intended use of the interest in real property or convey any interest in the real property acquired with the appropriation without the prior review and approval of the Lessard-Sams Outdoor Heritage Council or its successor. The council shall notify the chairs and ranking minority members of the legislative committees and divisions with jurisdiction over the outdoor heritage fund at least 15 business days before approval under this paragraph. The council shall establish procedures to review requests from recipients to alter the use of or convey an interest in real property. These procedures shall allow for the replacement of the interest in real property with another interest in real property meeting the following criteria: (1) the interest must be at least equal in fair market value, as certified by the commissioner of natural resources, to the interest being replaced; and (2) the interest must be in a reasonably equivalent location and have a reasonably equivalent useful conservation purpose compared to the interest being replaced, taking into consideration all effects from fragmentation of the whole habitat. (c) A recipient of funding who acquires an interest in real property under paragraph (a) must separately record a notice of funding restrictions in the appropriate local government office where the conveyance of the interest in real property is filed. The notice of funding agreement must contain: (1) a legal description of the interest in real property covered by the funding agreement; (2) a reference to the underlying funding agreement; (4) the following statement: "This interest in real property shall be administered in accordance with the terms, conditions, and purposes of the grant agreement controlling the acquisition of the property. The interest in real property, or any portion of the interest in real property, shall not be sold, transferred, pledged, or otherwise disposed of or further encumbered without obtaining the prior written approval of the Lessard-Sams Outdoor Heritage Council or its successor. The ownership of the interest in real property transfers to the state if: (1) the holder of the interest in real property fails to comply with the terms and conditions of the grant agreement or accomplishment plan; or (2) restrictions are placed on the land that preclude its use for the intended purpose as specified in the appropriation."

Further, ML 2012, Ch. 264, Art. 1, Sec. 6, Sub. 16, Real Property Interest Report requires:

(a) By December 1 each year, a recipient of money appropriated from the outdoor heritage fund that is used for the acquisition of an interest in real property, including, but not limited to, an easement or fee title, must submit annual reports on the status of the real property to the Lessard-Sams Outdoor Heritage Council or its successor in a form determined by the council. If lands are acquired by fee with money from the outdoor heritage fund, the real property interest report must include a verification of the status of the hunting and fishing management plan for the lands acquired by fee. The responsibility for reporting under this subdivision may be transferred by the recipient of the appropriation to another person or entity that holds the interest in the real property. To complete the transfer of reporting responsibility, the recipient of the appropriation must: (1) inform the person to whom the responsibility is transferred of that person's reporting responsibility; (2) inform the person to whom the responsibility is transferred of the property restrictions under subdivision 15; and (3) provide written notice to the council of the transfer of reporting responsibility, including contact information for the person to whom the responsibility is transferred.

As the council has not to-date appropriated outdoor heritage funds to a sovereign nation for lands acquired and held in trust, it wants to be sure that these legal requirements related to acquisition are

acceptable. If they are agreed to, the terms will be memorialized in an agreement with the state of Minnesota.

The council respectfully requests that the Fond du Lac Band of Lake Superior Chippewa agree to the deed restriction language and its delegation of power to the state prior to the council's appropriation recommendations on Friday, September 21, 2012.

Please do not hesitate to contact me or council staff should you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'DH', with a long horizontal stroke extending to the right.

David Hartwell

Chair, Lessard-Sams Outdoor Heritage Council

Cc: Reginald DeFoe, Director of Resource Management
Thomas Howes, Natural Resources Manager
Chris Knopf, Blue Green Solutions

Fond du Lac Reservation

Resource Management

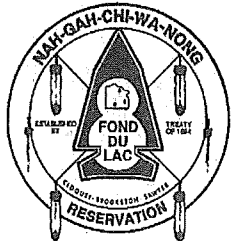
1720 Big Lake Road

Cloquet, MN 55720

Phone (218) 878-7101

Fax (218) 878-7130

September 7, 2012



Administration
Conservation
Environmental
Fisheries
Forestry
Natural Resources
Wildlife

Lessard-Sams Outdoor Heritage Council
100 Rev. Dr. Martin Luther King Jr. Blvd.
State Office Building, Room 95
St. Paul, MN 55155

Re: Fond du Lac Band Grant Application

Members of the Council:

Thank you for the opportunity to make a presentation to the Lessard-Sams Outdoor Heritage Council (LSOHC) in support of the Fond du Lac Band of Lake Superior Chippewa grant application for our project, *Preventing Forest Fragmentation and Protecting and Restoring Lake and Stream Habitat in the St. Louis River Watershed*.

I am pleased to provide the following responses to issues raised during our presentation:

- **Hunting and fishing requirements.**

This project will open up 720 acres to tribal and non-tribal members for hunting and fishing that is currently not publicly accessible. Non-tribal members would be subject to state regulations and have access to the project site for hunting and fishing to the same extent that they do on other public lands. Tribal members would be subject to tribal regulations. The Fond du Lac Band manages natural resources to protect them for hunting, fishing, and other outdoor activities. What we feel is most important is that our project achieves the objectives of the LSOHC to protect game, fish, and wildlife habitat.

- **Archery range.**

The Fond du Lac Band proposed an archery range to expose children to traditional outdoor skills. We do not want to have activities that damage the wildlife qualities or natural resources of the property. We can eliminate the archery range or, as an alternative, we could have an archery range that is set up periodically for youth groups and then taken down. The idea for this archery range is that it would be a part of an outdoor nature learning program that would include the public school systems in Cloquet, Carlton, and other towns to bring various grades for site field trips. Separate non-LSOHC funds would be used to pay for the archery range and outdoor nature program.

- **Boat launch.**

An old farm road leads from a public road to the northern shore of the 80-acre lake on the 440-acre Priority Parcel. We would upgrade this old road sufficiently to allow for general public access to the lake. The boat launch will have a minimal footprint and provide public access to this wonderful resource for fishing. Separate non-LSOHC funds would be used to pay for the boat launch.

Again, thank you for the opportunity to make our presentation. We would be pleased to answer any additional questions that you may have regarding our exciting project.

Sincerely,



Reginald DeFoe
Director



Izaak Walton League of America W. J. McCabe Chapter

June 10, 2013

Lessard-Sams Outdoor Heritage Council
100 Rev. Dr. Martin Luther King Jr. Blvd.
State Office Building, Room 95
St. Paul, MN 55155

Dear Lessard-Sams Outdoor Heritage Council,

The W. J. McCabe (Duluth) Chapter of the Izaak Walton League is a non-profit, local conservation group that is affiliated with the national Izaak Walton League of America, Inc. Our chapter has long been an advocate for and worked toward the improvement of the water quality, fish and wildlife habitat, and recreation values of Lake Superior and the St. Louis River.

I am writing in support of the Lessard-Sams Outdoor Heritage Council grant application submitted by the Fond du Lac Band of Lake Superior Chippewa for acquisition and protection of 956 acres of lands around Simian Lake and Simian Creek, and along the St. Louis River.

The Fond du Lac Band's project fits very well within our long-term goal of protecting and restoring the St. Louis River watershed. The St. Louis River is the second largest river system flowing into Lake Superior and supports the largest estuary on the lake. This watershed is also critical to the Fond du Lac Band out of which they obtain much of the fish, game and wild rice used by their members.

The project would result in the Band's purchase of 440 acres surrounding the 80-acre Simian Lake and the restoration of wetlands and wild rice habitat. The lake is currently privately owned, and not open to the public. The Band would make the lake open to the general public, including both tribal and non-tribal members, for fishing and hunting. A boat launch will be built on the northern end of the lake to facilitate fishing and the lake will be limited to non-motorized or electric motor boating.

The 440-acre property contains approximately 214 acres of forest, and acquisition by the Fond du Lac Band will prevent the fragmentation of these woods, which remains an ongoing threat to the northern forests of Minnesota. In addition, the project will protect approximately 280 additional acres following the course Simian Creek until its confluence with the St. Louis River, and another 236 acres along the main stem of the St. Louis River. This acquisition would help protect the water quality of the St. Louis River as well as preserving a significant area of forest, lake and wetland habitat, and providing substantial opportunity for outdoor recreation and subsistence harvesting.

The W.J. McCabe Chapter of the Izaak Walton League heartily endorses the Fond du Lac Band's grant application, and requests that the LSOHC approve funding for this outstanding project. The Fond du Lac Band has been a strong partner in the protection and proper management of the St. Louis River watershed and this project would support and continue that effort.

Sincerely,

A handwritten signature in dark ink, appearing to read "Rich Staffon". The signature is fluid and cursive, with a horizontal line extending from the end of the name.

Rich Staffon, President
W.J. McCabe Chapter
Izaak Walton League of America

**W J. McCabe Chapter
Izaak Walton League of America
PO Box 3063 Duluth, MN 55803
218-879-3186
www.duluthikes.org**



June 7, 2013

Lessard-Sams Outdoor Heritage Council
100 Rev. Dr. Martin Luther King Jr. Blvd.
State Office Building, Room 95
St. Paul, MN 55155

Re: Fond du Lac Band Grant Application to the Lessard-Sams Outdoor
Heritage Council

To Members of the Lessard-Sams Outdoor Heritage Council:

I am writing in support of the Lessard-Sams Outdoor Heritage Council grant application submitted by the Fond du Lac Band of Lake Superior Chippewa. As one of the partners in the St. Louis River Restoration Initiative, the Fond du Lac Band's efforts to protect and restore vital aquatic habitats within the St. Louis River watershed are important to the health of the River and western Lake Superior. The Fond du Lac Band's goals for the Simian Creek project of preventing additional nutrient and sediment loading, protecting the forests, wetlands and riparian habitat and providing public access to the protected lands are both consistent with numerous state and regional conservation plans and beneficial to the long term health of the St. Louis River.

On behalf of the Land Trust, I want to thank you for your consideration of this project.

Best regards,

A handwritten signature in black ink, consisting of a stylized, elongated cursive script that begins with a large loop and ends with a long, sweeping horizontal stroke.

Kris Larson
Executive Director

United States Department of Agriculture



Natural Resources Conservation Service
4850 Miller Trunk Hwy. Suite 2B
Duluth, MN 58101-1520

Telephone (218) 720 - 5209

Fax (218) 720 - 3129

May 31, 2013

Lessard-Sams Outdoor Heritage Council
100 Rev. Dr. Martin Luther King Jr. Blvd.
State Office Building, Room 95
St. Paul, MN 55155

Re: Grant Application of the Fond du Lac Band to the Lessard-Sams Outdoor Heritage Council

To Members of the Council:

I am writing in support of the Lessard-Sams Outdoor Heritage Council (LSOHC) grant application submitted by the Fond du Lac Band of Lake Superior Chippewa. The project put forth by the Fond du Lac Band will protect and restore habitat in the St. Louis River watershed and support the extensive restoration work ongoing in the St. Louis River.

The Natural Resources Conservation Service (NRCS) and the Fond du Lac Band have worked cooperatively together over the past several years on the Fond du Lac Water Management Project to conduct a hydrological assessment of Stoney Brook watershed, which is a sub-watershed of the St. Louis River. In our work together, we examined ways to optimize water levels for wild rice production in five wild rice lakes and how to reverse the damage from early ditching done in the area nearly a century ago. Based on the effectiveness of our working relationship, I am confident in the technical skill and expertise of the Fond du Lac Band to implement the project before the LSOHC.

The Fond du Lac Band's project to purchase the 440-acre Simian Lake Property and over 500 additional acres along the St. Louis River and Simian Creek will be a valuable addition to their conservation work in the St. Louis River watershed. I request the Council to support the Band's grant application.

Sincerely,

A handwritten signature in black ink that reads "Daniel Weber". The signature is fluid and cursive, with the first name "Daniel" being larger and more prominent than the last name "Weber".

Daniel Weber
District Conservationist
USDA – Natural Resources Conservation Services

Helping People Help the Land

An Equal Opportunity Provider and Employer





St. Louis River Alliance
394 Lake Avenue South, Suite 321
Duluth, Minnesota 55802-2338
Phone: 218-733-9520
Fax: 218-723-4794
E-mail: slrcac@StLouisRiver.org
Web: StLouisRiver.org

May 29, 2013

Lessard-Sams Outdoor Heritage Council
100 Rev. Dr. Martin Luther King Jr. Blvd.
State Office Building, Room 95
St. Paul, MN 55155

Re: Grant Application of the Fond du Lac Band

Members of the Council:

I am writing to express the strong support of the St. Louis River Alliance for the grant application to the Lessard-Sams Outdoor Heritage Council by the Fond du Lac Band of Lake Superior Chippewa.

The St. Louis River Alliance is a nonprofit organization that serves as the official citizens advisory committee for the St. Louis River Area of Concern. The Alliance works closely with local, state and federal agencies along with other area non-governmental agencies in a wide variety of efforts and activities intended to restore, protect and delist the St. Louis River as an area of concern.

The Fond du Lac Band has been a valuable partner for the St. Louis River Alliance in promoting the restoration of St. Louis River. A Resource Management Division staff member of the Fond du Lac Band sits on our Board of Directors. The Fond du Lac Band's expertise in water quality, land management, and wetland and wild rice habitat is widely recognized throughout the St. Louis River watershed.

The Remedial Action Plan (RAP) for the St. Louis River Area of Concern notes that over 90 percent of the nutrient loading in the St. Louis River is from nonpoint sources, such as runoff from land in the watershed. By protecting over 950 acres of forest, lake, wetlands, and stream habitat, including 238 along the St Louis River, the Fond du Lac Band's project will prevent additional nutrient loading into the St. Louis River and directly advance the objectives of the RAP. Please feel free to contact me, if you have any questions regarding this letter of support.

Sincerely,

Julene Boe
Executive Director

*Working together to restore, protect and enhance the St. Louis River,
its watershed and western Lake Superior.*

UNIVERSITY OF MINNESOTA

Twin Cities Campus

*College of Food, Agricultural and Natural
Resource Sciences*

Cloquet Forestry Center

*175 University Rd.
Cloquet, MN 55720*

Office: 218-726-6400

Fax: 218-726-6488

<http://cfc.cfans.umn.edu>

Email: cfc@umn.edu

May 31, 2013

Lessard-Sams Outdoor Heritage Council
100 Rev. Dr. Martin Luther King Jr. Blvd.
State Office Building, Room 95
St. Paul, MN 55155

Re: Grant Application of the Fond du Lac Band

To the Members of the Lessard-Sams Outdoor Heritage Council:

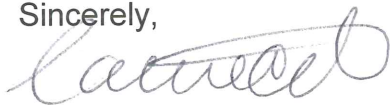
I am writing in support of the Lessard-Sams Outdoor Heritage Council grant application submitted by the Fond du Lac Band of Lake Superior Chippewa.

I serve as the Director of Operations at the University of Minnesota's Cloquet Forestry Center, which is located within the boundaries of the Fond du Lac Reservation. With over 3,500 acres, the Center is the University's primary research and education forest. The Center has operated for over 100 years and is the longest continuously operating forestry field station in the United States.

One of the greatest challenges to the forests of northern Minnesota is fragmentation. The Fond du Lac Band's project before the Lessard-Sams Outdoor Heritage Council, which, if funded, would result in the Band's purchase of 440 acres surrounding Simian Lake, including 214 acres of forest, will help prevent further forest fragmentation. As the economy improves, there will be increasing pressure on these larger properties to be sold and subdivided. This fragmentation typically reduces the quality of wildlife habitat and makes it increasingly difficult to manage the forest sustainably.

I strongly endorse the Fond du Lac Band's grant application and request that approve funding for this outstanding project.

Sincerely,



Carrie Pike
Interim Director of Operations



United States Department of the Interior

FISH AND WILDLIFE SERVICE

Twin Cities Field Office
4101 American Blvd E.

Bloomington, Minnesota 55425-1665

June 12, 2013

Chairwoman Karen Diver
Fond du Lac Band of Lake Superior Chippewa
1720 Big Lake Road
Cloquet, MN 55720

Dear Chairwoman Diver:

I am writing to express my strong support for the Fond du Lac Band's efforts to protect and restore lake and stream habitat in the St. Louis River watershed. The U.S. Fish and Wildlife Service (FWS) and the Band have worked in partnership for many years, and on many projects involving lake sturgeon restoration, wild rice restoration, and moose population dynamics research. The Fond du Lac Band is also a key collaborator with the FWS in the St. Louis River estuary on various conservation initiatives.

The Fond du Lac Band's proposal to prevent development on lakeshore properties (Simian Lake), and to protect the Simian Creek corridor and main stem St. Louis River properties, will prevent additional nutrient and sediment loading into the St. Louis River. Consolidation of lands into conservation ownership should enhance fishery and wildlife habitat for generations to come, and would further support the numerous intergovernmental efforts to conserve and restore the St. Louis River.

We are delighted to support this project, and look forward to a continued strong conservation partnership with the Fond du Lac Band.

Sincerely,

Tony Sullins
Field Supervisor

Q&A Fond du Lac proposal

Q. Are tribal governments eligible to request and receive appropriations from the Outdoor Heritage Fund?

A. Yes. The Minnesota Constitution, Minnesota Statutes, and the Outdoor Heritage Fund Call for Funding Requests each provide for all governmental units and non-governmental units to be eligible to participate.

Q. If land acquired by the Band is put into federal trust status, will the terms and conditions of the Outdoor Heritage Fund be upheld?

A. Yes. The Bureau of Indian Affairs, US Department of Interior, has stated that the terms and conditions of the Outdoor Heritage Fund will be upheld. As with all appropriations for fee title acquisition, the terms of the Notice of Funding Restriction (MS 97A.056, sub. 15) require that the land be managed for wildlife habitat purposes. Should the land's use be altered, the property would revert to the state of Minnesota through legal proceedings in Ramsey County, Minnesota.

Q. Will the state pay PILT on this land?

A. No. The land is within the boundaries of the Fond du Lac Reservation and Band held land is exempt from PILT obligations.

Q. Do Band members pay sales tax?

A. Band members pay sales tax for goods and services sold on and off the reservation.

Q. What are the hunting and fishing regulations on Band-owned property?

A. The Band sets its own hunting and fishing regulations as provided by state and federal law and upheld by federal courts. The Band has promised to abide by the state of Minnesota hunting and fishing regulations and that the land will be open to all for those purposes, with one exception. Band and non-Band members will not be allowed to hunt wolf on Band-owned land.

Q. Were there any other proposals requesting to acquire this land or to place this land in state ownership?

A. No. The only request was from the Fond du Lac Band and the request was for fee title ownership and management by the Band.

Proposal of the Fond du Lac Band of Lake Superior Chippewa



Photograph 1: View of Simian Creek from the north shore of Chi-wizo zaaga'iganing (Simian Lake) looking to the north.

Proposal of the Fond du Lac Band of Lake Superior Chippewa



Photograph 2: View from the north shore of Chi-wizo zaaga'iganing (Simian Lake) looking to the southeast.

Proposal of the Fond du Lac Band of Lake Superior Chippewa



Photograph 3: View looking to the east at the northeast shoreline of Chi-wizo zaaga'iganing.

Proposal of the Fond du Lac Band of Lake Superior Chippewa



Photograph 4: View of upland areas north of Chi-wizo zaaga'iganing (Simian Lake) looking to the northwest.

Proposal of the Fond du Lac Band of Lake Superior Chippewa



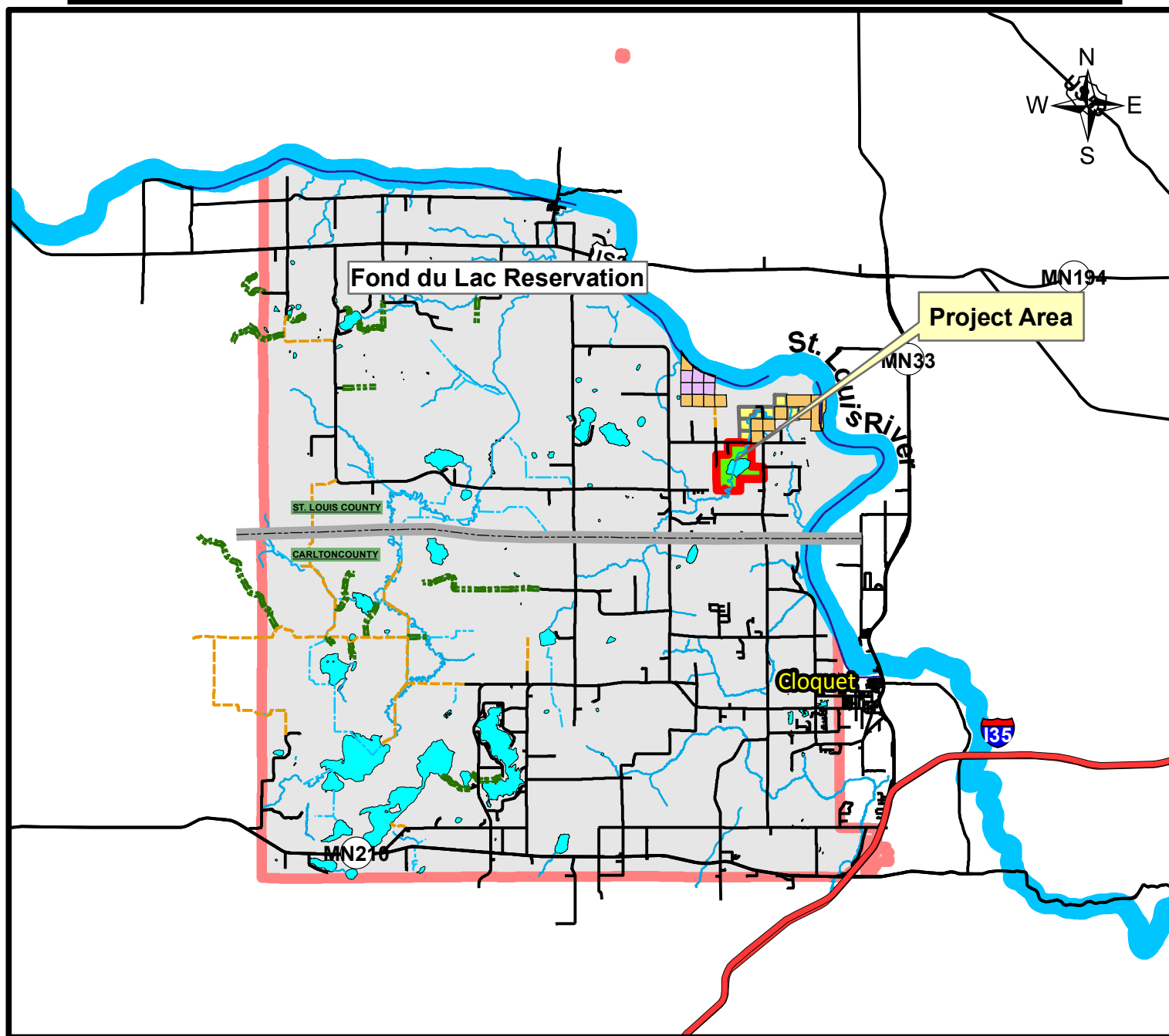
Photograph 5: The property along the left bank of the St. Louis River would be acquired by the Fond du Lac Band.

Proposal of the Fond du Lac Band of Lake Superior Chippewa











Photograph 6: The property along the right bank of the St. Louis River would be acquired by the Fond du Lac Band.

Project Location

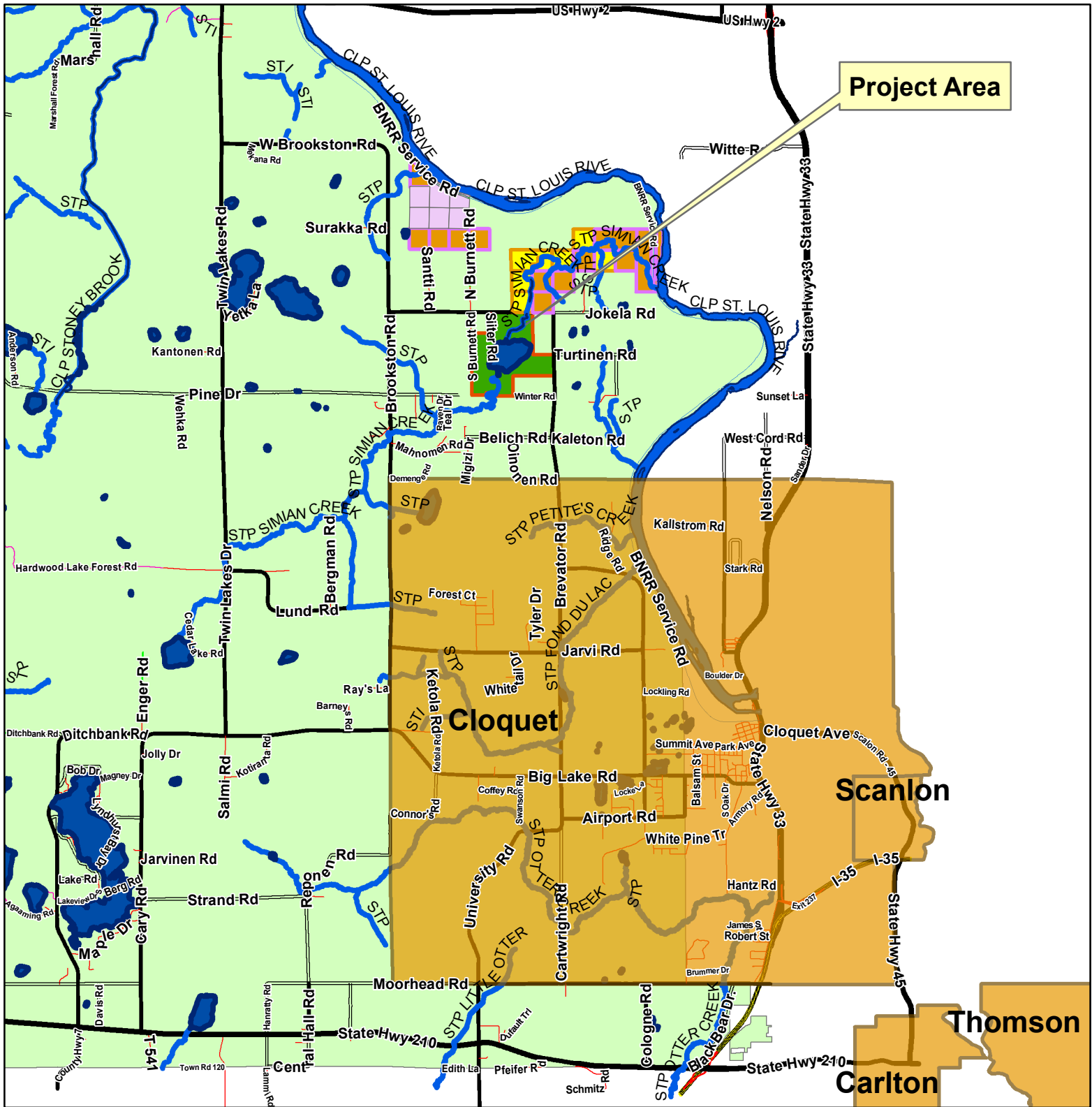


Legend

- | | | | |
|---|--------------------------------------|---|----------------------|
|  | Priority Property |  | Reservation Boundary |
|  | Simian Creek Riparian Properties |  | County Boundary |
|  | St. Louis River Main Stem Properties |  | Lakes |
|  | Fond du Lac Properties |  | Streams |



Project Region



Legend

- Fond du Lac Reservation
- Cities
- Fond du Lac Properties
- St. Louis River Main Stem Properties
- Simian Creek Riparian Properties
- Priority Property

UTM NAD 83 Zone 15
FDL Resource Management
FDL Forestry
218 878 7146

0 0.5 1 Miles



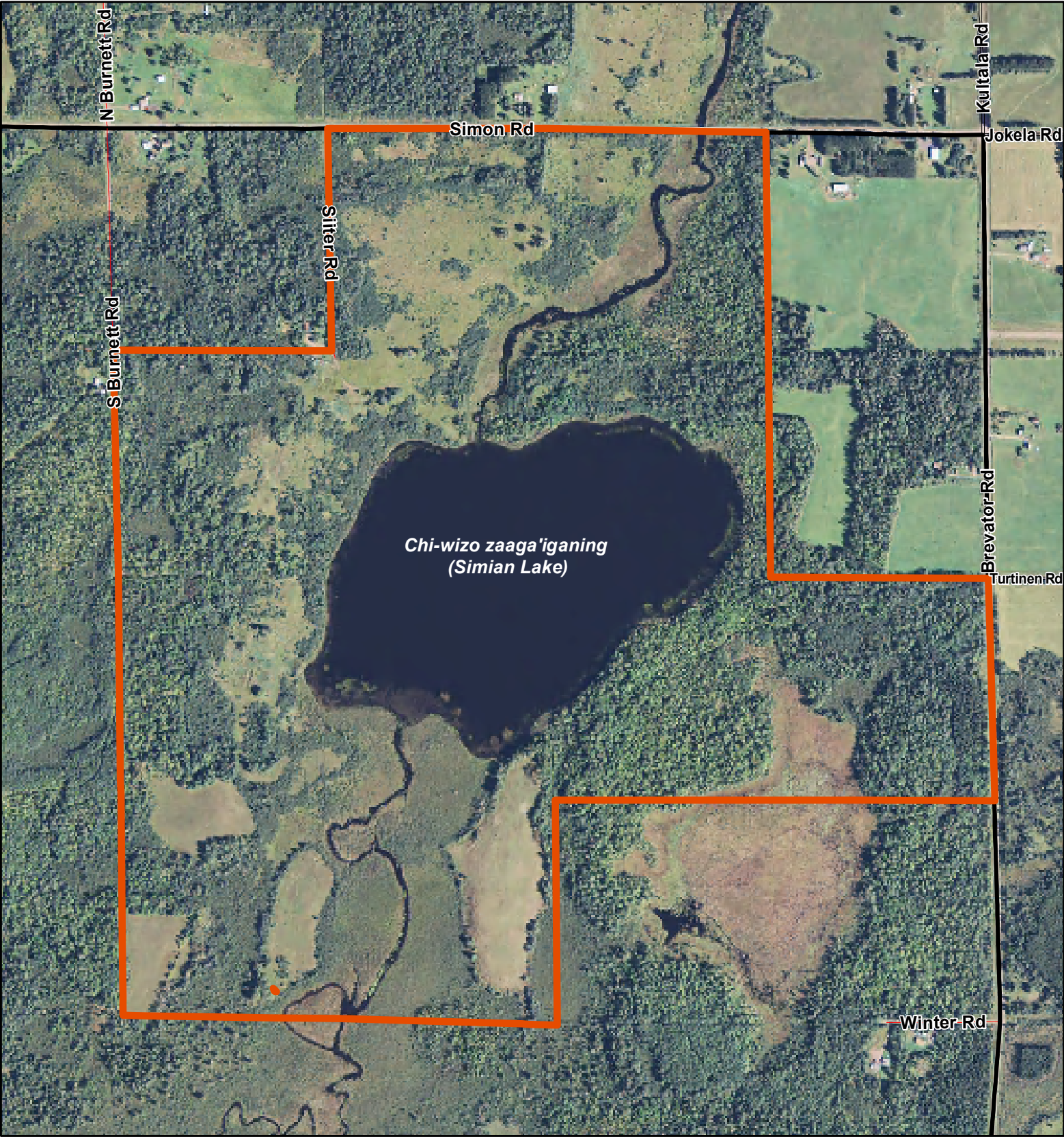
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1:101,368



Map created June 27, 2012
By: Scott Grover

Priority Property Aerial



0 0.125 0.25 Miles

UTM NAD 83 Zone 15
FDL Resource Management
FDL Forestry
218 878 7146

1:9,366



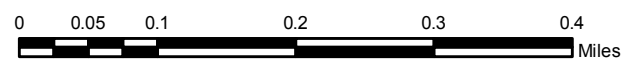
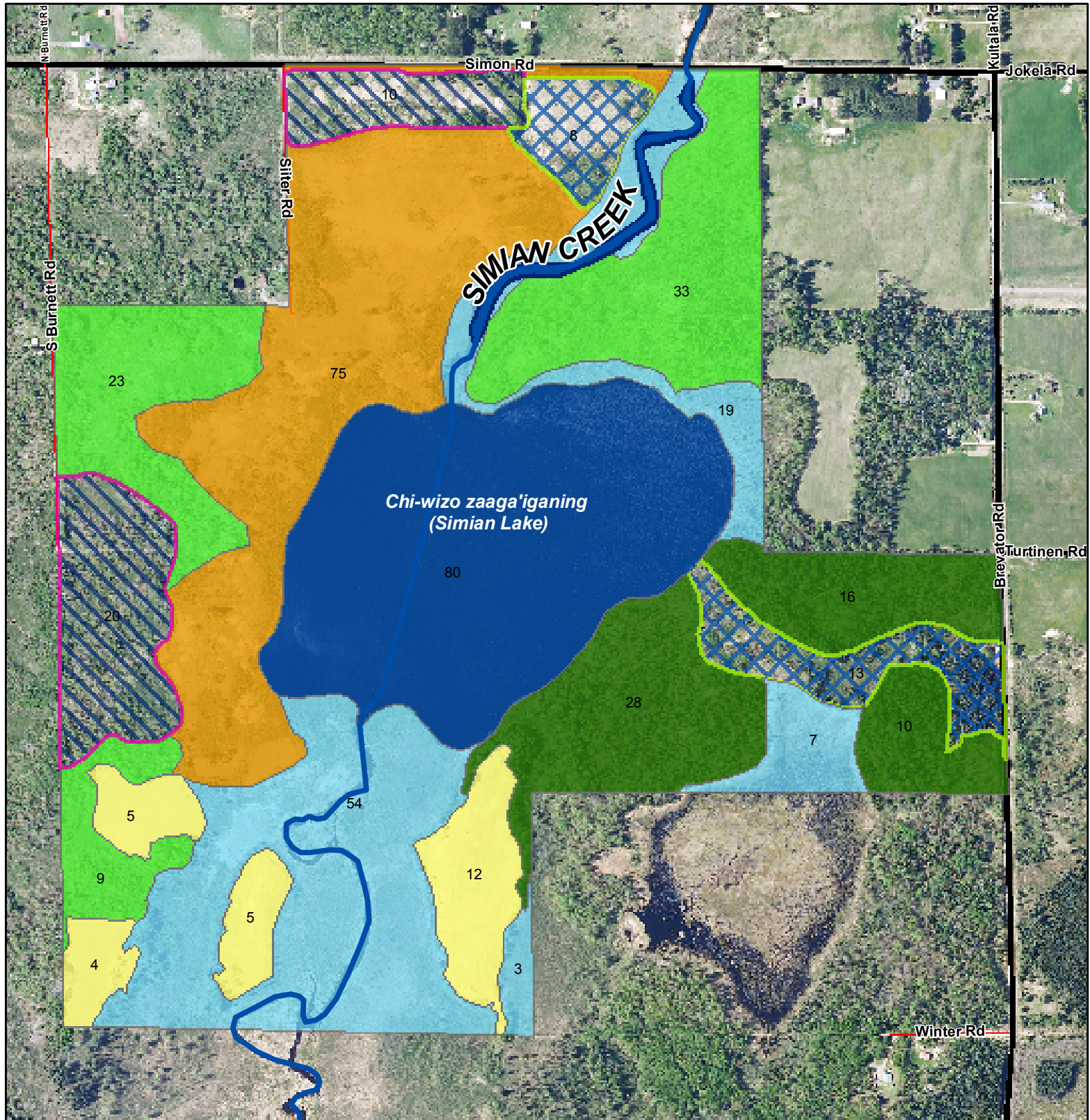
Legend

 Property Boundary

Disclaimer:
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Priority Property Restoration and Enhancement Plan



UTM NAD 83 Zone 15
FDL Resource Management
FDL Forestry
218 878 7146
1:8,803

Legend

Forest

- Aspen 54 acres
- Brushland 65 acres
- Prairie 26 acres
- Savanna 75 acres

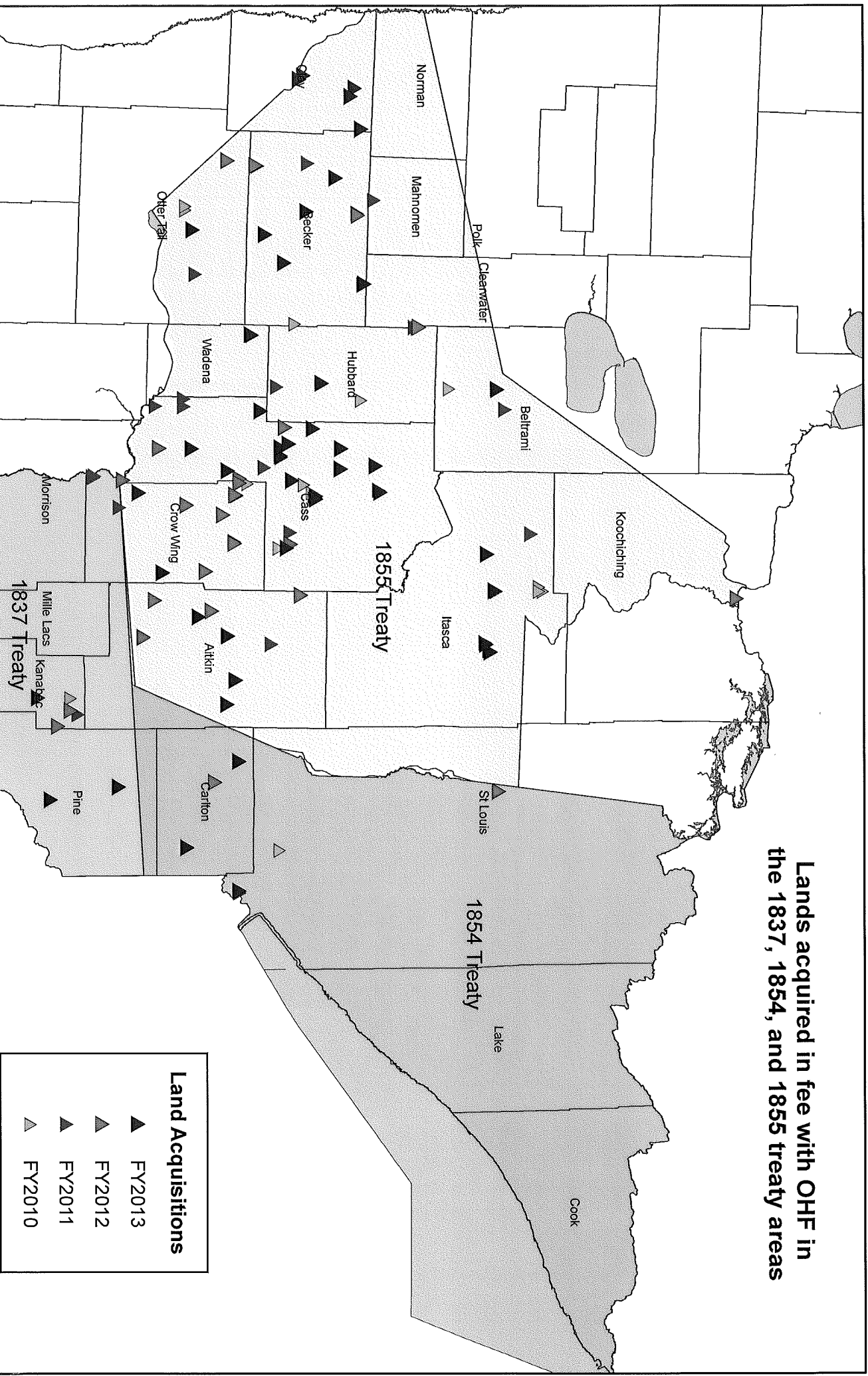
Wetlands

- Restoration 21 acres
- Enhancement 30 acres
- Other Wetlands 83 acres
- Lake 80 acres

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Lands acquired in fee with OHF in the 1837, 1854, and 1855 treaty areas



Land Acquisitions

- ▲ FY2013
- ▲ FY2012
- ▲ FY2011
- ▲ FY2010

