Land and Natural Resource Office

221 H. Street ~ PO Box 590
Eagle Butte, SD 57625-0590

Phone (605) 964 – 8961 ~ Email: land.crst@gmail.com

Tribal Home Site Application
Eligibility Requirements & Checklist

- ☐ Non-refundable application fee of $25.00 (cash or money order) payable to the Cheyenne River Sioux Tribe at the time of filing.

- ☐ Applicant must be an enrolled member of the Cheyenne River Sioux Tribe. Present Certificate of Indian Blood or Tribal ID at the time of filing.

- ☐ Applicant must be eighteen (18) years of age or older. Present Driver's License or Tribal/State ID at the time of filing.

- ☐ Aerial Photo w/ Legal Description. Contact Roger "Benny" Lawrence; GIS Specialist – Bureau of Indian Affairs @ (605-525-8758) or email: roger.lawrence@bia.gov
  - If a permanent structure exists; proof of ownership required. (i.e.: Title/Deed, Notarized Bill of Sale, and/or Court Documentation)

- ☐ Feasibility Form for Utilities (A copy of the Aerial Photo must be attached to this form.) This form must be completed by all companies before it can be considered with the application.
  - A statement of declaration is required in lieu of feasibility form if applicant chooses to seek other source of water, sewer, power.

- ☐ Applicants must be able to prove residency, by providing supporting documentation (ex. utility bill, pay stub or earnings statement, phone bill, transcript or educational institute, bank statement, etc.) within ninety (90) days of Assignment.

- ☐ Applicant(s) who have a felony conviction for crimes of violence and/or sexual offenses, must provide notification to the CRST Land Office of this conviction and in compliance with all applicable Tribal and Federal laws regarding registration in order to be eligible for a Homesite Assignment.

CHAIRMAN
Harold C. Frazier

SECRETARY
EvAnn White Feather

TREASURER
Benita Clark

VICE-CHAIRMAN
Bernita In The Woods



P.O. Box 590
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SEP 20 2019
CRST Land & Natural Resource Offic

TRIBAL MEMORANDUM

DATE : 9/19/19

TO : SUPERINTENDENT, Cheyenne River Agency

FROM : Ev Ann White Feather, Tribal Secretary

SUBJECT : Ordinance No. 81 – CRST Tribal Homesite Ordinance

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Transmitted herewith is one (1) original copy of Ordinance No. 81 – Cheyenne River Sioux Tribe Tribal Homesite Ordinance which was duly adopted by the Cheyenne River Sioux Tribal Council during its Special Session held on September 10, 2019.

Cc: Chairman
Treasurer
Administrative Officer
Tribal Comptroller
Central Records
Land Committee Chairman
Tribal Land Office
Law & Order Committee Chairman
Judicial Department
Prosecutor Office
Public Defender Office
Legal Department
CR Housing Authority
Committee Secretary
District Officers/6
File/2

The blue represents the thunderclouds above the world where live the thunder birds who control the four winds. The rainbow is for the Cheyenne River Sioux people who are keepers of the Most Sacred Calf Pipe, a gift from the White Buffalo Calf Maiden. The eagle feathers at th e edges of the rim of the world represent the spotted eagle who is the protector of all Lakota. The two pipes fused together are for unity. One pipe is for the Lakota, the other for all the other Indian Nations. The yellow hoops represent the Sacred Hoop, which shall not be broken. The Sacred Calf Pipe Bu ndle in red represents Wakan Tanka – The Great Mystery. All the colors of the Lakota are visible. The red, yellow, black and white represent the fo ur major races. The blue is for heaven and the green for Mother Earth.

ORDINANCE NO 81.
Cheyenne River Sioux Tribe Tribal Homesite Ordinance

I. Purpose.

The Ordinance shall be strictly interpreted and construed to fulfill the following purposes:

a) To create and clarify the law governing all Homesite Assignments made by the Cheyenne River Sioux Tribe on the Cheyenne River Indian Reservation;
b) To provide the policies and procedures for equal access to Homesite Assignments;
c) To promote individual home ownership for qualified applicants;
d) To encourage Assignees to maintain and improve Homesites on the Reservation; and
e) To preserve the peace, harmony, safety, health, and general welfare of the people of the Tribe, as well as those permitted to enter or reside on the Reservation.

II. Authority.

The authority for this Ordinance is vested in the Constitution of the Cheyenne River Sioux Tribe, including: Article IV "Powers of Self Government", Section I, §§ (c), (e), (f), (g), (k), & (n) and Article VIII "Land". This Ordinance shall take effect immediately and shall supersede all prior inconsistent laws, regulations, and guidelines of the Cheyenne River Sioux Tribe governing Homesite Assignments on the Reservation.

III. Scope and Applicability.

This Ordinance shall apply to all "standard" assignments of tribal lands approved by the Cheyenne River Sioux Tribal Council pursuant to Article VIII of the Tribal Constitution. Sections 2, 4, 5, 9, 10, and 13 of Article VIII of the Tribal Constitution govern "standard" assignments of tribal lands. This Ordinance shall not apply to individual Indian allotments or "exchange" assignments granted by the Cheyenne River Sioux Tribal Council pursuant to Article VIII of the Tribal Constitution.

IV. Jurisdiction.

The jurisdiction of the Cheyenne River Sioux Tribal Courts of the Cheyenne River Indian Reservation is extended over:

a) All housing, dwelling units, or accommodations intended for human occupation and residences which may lie upon lands held in trust for, leased, owned, or used by the Tribe, its members, or any agency or entity of the Tribe; and
b) All persons within the jurisdiction of the Tribe who occupy housing Homesite Assignments for the purpose of human dwelling, occupation, or residence.

V. Definitions.

Unless the context plainly requires otherwise, the following definitions apply to this Ordinance.

a) **"Abandonment"** shall mean:
    1. Not making use of a rural Homesite Assignment for a period of two (2) years.
    2. To leave completely, desert, or vacate the Homesite Assignment.
b) **"Assignee"** shall mean an individual(s) who has a finalized hornesite lease approved by the Cheyenne River Sioux Tribal Council.

c) **"Assignment"** shall mean any Tribal tracts of land, that are now owned by the Tribe or which hereafter may be acquired for the Tribe by the United States or purchased by the Tribe utilizing Tribal funds, which are assigned to an individual member(s) for the purpose of establishing a private residence. The term "Assignment" is synonymous and interchangeable with the term "Homesite Assignment."

d) **"Building and housing codes"** shall mean any law, ordinance, or governmental regulation of the Tribe, or a federal agency, which deals with fitness for habitation, health conditions, or the safety, construction, maintenance, operation, occupancy, use, or appearance of any dwelling unit.

e) **"Decedent"** shall mean a person who is no longer living.

f) **"Drug-related criminal activity"** shall mean the illegal manufacture, sale, distribution, use, or possession - with intent to manufacture, sell, distribute, or use - of a controlled substance (as defined in Section 3-4-117 of the CRST Controlled Substances Code and Section 102 of the Controlled Substance Act (21 U.S.C. § 802)).

g) **"Dwelling unit"** shall mean a house or building, or portion thereof, which is rented or leased as a home or residence by any person - not including public transient accommodations, such as hotel rooms.

h) **"Fee Land"** shall mean lands held by the Cheyenne River Sioux Tribe in fee title.

i) **"Homesite Lease Applicant (HLA)"** shall mean an individual(s) who is applying for a homesite lease on the Cheyenne River Sioux Tribe's Tribal trust or fee land.

j) **"Homesite Lease"** shall mean a written document evidencing approval from the Cheyenne River Sioux Tribe to lease for residential purposes:
    1. A maximum of two (2) lots located within a community; or
    2. A maximum of two and a half (2.5) acres outside of a community, in rural areas.

k) **"Improvement(s)"** shall mean any structure or excavation that improves Homesite Assignment, to include:
    1. **Removable Improvements**: Fences, corrals, buildings, pumping equipment, solar/wind energy equipment, etc.
    2. **Permanent Improvements**: Wells, waterlines, septic tanks, etc.
    3. **Structure**: to meet standards in Section V, d) "Building and housing codes"

l) **"Land Committee"** shall mean the duly selected members of the CRST Land Committee, pursuant to the CRST Constitution and Bylaws.

m) **"Livestock"** shall include: horses, llamas, donkeys, cattle, sheep, or pigs.

n) **"Non-Member"** shall mean any person who is not a member of the Cheyenne River Sioux Tribe.

o) **"Nuisance"** shall mean the maintenance or allowance, on real property, of a condition which one has the ability to control - and which unreasonably threatens the health or safety of the public or neighboring land users, or unreasonably and substantially interferes with the ability of neighboring property users to enjoy the reasonable use and occupancy of their property.

p) **"Owner"** shall mean any person or entity jointly or individually having legal title to all, or part, of land or a dwelling unit - including the legal right to own, manage, use, or control a dwelling unit under a mortgage, long-term lease, or any other security arrangement.

q) **"Premises"** shall mean a dwelling unit and the structure of which it is a part, as well as all facilities and areas connected with it - including grounds, common areas, and facilities intended for the use of Assignees.

r) **"Probate"** shall mean the process of collecting a decedent's assets, liquidating liabilities, paying necessary taxes, and distributing property to heirs. These activities are carried out by the executor or administrator of the estate.

s) **"Relinquishment"** means surrendering or renouncing an Assignee's homesite lease.

t) **"Reservation"** shall mean the Cheyenne River Sioux Reservation.

u) **"Resident"** shall mean any Tribal member residing within the exterior boundaries of the Cheyenne River Reservation for not less than one (1) year prior to the date on which the application is made. Individuals meeting the following criteria are considered to be residents as well:

1. **Hospitalization**: must be admitted and/or confined to a hospital;
2. **Education**: must be enrolled full-time in a college or vocational institute;
3. **Armed Forces**: must be enlisted in and on active duty; or
4. **Employment**: shall be less than six (6) months in order to maintain residency requirements.

v) **"Running Vehicle"** shall mean an object that is capable of operating or functioning and used for transporting people or goods, especially on land, such as a car, truck, or atv.

w) **"Serious nuisance"** shall mean:

1. Inflicting bodily harm upon an individual or animal and/or threatening to inflict such harm, with the present ability to effect the harm, and under circumstances which would lead a reasonable person to believe that such threat will be carried out;
2. Substantial and willful destruction of Tribal lands or property;
3. Conduct which presents an immediate and serious danger to the safety of others;
4. Using the Homesite Assignment for any criminal activity that threatens the health, safety, or right to peaceful enjoyment of others; or
5. Any drug-related criminal activity on the Homesite Assignment, engaged in by an Assignee, his/her guest, or any other person under the Assignee's control.

x) **"Spouse"** shall mean the other person with whom an individual entered into marriage as defined or recognized under Tribal or state law for purposes of marriage in the jurisdiction in which the marriage was entered into. This definition includes an individual in a same-sex or traditional marriage that was entered into in a jurisdiction that recognizes such marriages.

y) **"Tribal Council"** shall mean the Tribal Council of the Cheyenne River Sioux Tribe.

z) **"Tribal Court"** shall mean the Tribal Court of the Cheyenne River Indian Reservation.

aa) **"Tribal Land"** shall mean any land in which the Cheyenne River Sioux Tribe owns an interest.

bb) **"Tribal Member(s)"** shall mean any person(s) enrolled as a member of the Cheyenne River Sioux Tribe.

cc) **"Tribe"** shall mean the Cheyenne River Sioux Tribe.

VI. Eligibility Requirements.

The following criteria are required in determining eligibility of homesite lease applicant(s) seeking to obtain a homesite lease on Cheyenne River Sioux Tribal trust or fee lands:

a) An applicant must be an enrolled member of the Cheyenne River Sioux Tribe.
b) An applicant must be eighteen (18) years of age or older.
c) An applicant must reside within the exterior boundaries of the Cheyenne River Sioux Reservation. Applicants must be able to prove residency, by providing supporting documentation (ex. utility bill, pay stub or earnings statement, phone bill, transcript or educational institute, bank statement, etc.) within ninety (90) days of Assignment. Residency must be maintained to keep Assignment, exceptions to this provision are:
    1. **Hospitalization**: must be admitted and/or confined to a hospital;
    2. **Education**: Enrollment in a college or vocational institute;
    3. **Armed Forces**: must be enlisted in and on active duty; or
    4. **Seasonal employment:** shall be less than three (3) months in order to maintain residency requirements.
d) Applicant(s) who have a felony conviction for crimes of violence and/or sexual offenses, must provide notification to the CRST Land Office of this conviction and be in compliance with all applicable Tribal and Federal laws regarding registration in order to be eligible for a Homesite Assignment.
e) In any assignment of Tribal lands which are now owned by the Tribe or which hereafter may be acquired for the Tribe by the United States or purchased by the Tribe out of tribal funds. preference shall be given, first to heads of families which are entirely landless and secondly, to heads of families which have no allotted lands or interests in allotted lands but shall have already received assignments consisting of less than an economic unit of agricultural land. or other land or interests in land of equal value. Such unit to be determined from time to time by the Tribal Council, consistent with Article VIII, Section 4. of the Tribal Constitution.
f) A Non-Member of the Cheyenne River Sioux Tribe is only eligible under this section if the Land Committee finds that:
    1. Such Non-Member's presence within the Cheyenne River Sioux Tribe's jurisdiction is of indefinite duration and beneficial to the Cheyenne River Sioux Tribe and no member of the Tribe is able and willing to use the land; or
    2. Such Non-Member is legally married to an enrolled member of the Cheyenne River Sioux Tribe and the homesite lease application is submitted jointly under Section VII.

VII. Application Procedure.

Phase 1 – Homesite Lease Applicant (HLA)

a) The HLA must sign their own name in ink on the application.
b) The HLA shall then submit his/her homesite lease application with properly completed field clearance certification and consent form to the CRST Land Office for processing of the application.
c) The HLA is required to pay a non-refundable application fee, in an amount to be determined by Tribal Council and attached to the Homesite Application. The application

fee shall be paid by money order payable to the Cheyenne River Sioux Tribe Land Office at the time of filing such application. This fee shall be utilized by the Cheyenne River Sioux Tribe Land Office to offset cost associated with compliance to the CRST Homesite Ordinance.

Phase 2 – CRST Land Office

a) No branch of the Cheyenne River Sioux Tribal Government shall deny an application for a homesite lease because of the applicant's sex, religion, clan membership, political philosophy, personal grudges, chapter affiliation, income, education, public or private status, or tribal affiliation except as limited by Section VI.

b) The CRST Land Office shall be responsible for accepting homesite lease applications and money orders in the amount of twenty-five dollars ($25.00) for the nonrefundable filing fee. The CRST Land Office shall provide the HLA(s) with a receipt upon full payment. No partial payments will be accepted. Only originals will be accepted by the CRST Land Office.

c) The CRST Land Office shall review each homesite lease application by verifying the following items:
   1. Legal Name(s)
   2. Age
   3. Address
   4. Enrollment number
   5. Legal land description (if applicable)
   6. Feasibility of Homesite location.

d) The CRST Land Office will forward the complete homesite lease application to the CRST Land Committee for approval. The CRST Land Office will also notify by certified letter to the Range Unit Permittee when anyone is requesting to establish a homesite within the range unit.

e) Upon approval by the CRST Land Committee, the application will be presented at the next regular session of Tribal Council for approval.

Phase 3 – Bureau of Indian Affairs

The homesite lease shall be executed by the BIA Agency superintendent. The finalized lease should be distributed to the Assignee and the Cheyenne River Sioux Tribe Land and Natural Resource Office. Notification will be sent to the Range Unit Permittee(s), if applicable.

VIII. Assignment Regulations.

a) All finalized Homesite Assignments must be used strictly for residency purpose.

b) All finalized homesite leases shall not exceed a period of twenty-five (25) years and may include a provision authorizing a renewal or an extension for one additional term of not to exceed 25 years.

c) Easements must be secured and all paperwork completed prior to the installation or construction of service lines to the Homesite Assignment; this includes, but is not limited to water, electrical and telephone lines.

d) If any Homesite Assignment is used for any unlawful purpose or is used in violation of any Tribal ordinance, resolution of order or orders of the Tribal Council, or if full use is not made of this land by the Assignee within a one (1) year period, after the assignment

is made, (unless documentation is furnished to the CRST Land Office, showing the Assignee is on an approved list through a housing program or Assignee is in the process of securing financing through a lending agency), or if proper methods for the preservation of the fertility of the soils are not used, then the Cheyenne River Sioux Tribal Council shall revoke the Homesite Assignment, pursuant to Section XIII, and reassign the homesite to another party in need of the assignment.

1. Any Assignee who is convicted (in Tribal, State or Federal Courts) for dealing, distributing, manufacturing or trafficking methamphetamine and/or any narcotic drug, including any substance containing opium, heroine, isonipecaine, amidone, isoamidone, ketobemidone, lysergic acid diethylamide, coca leaves, any opiate, or any substance, compound, or derivative of a controlled substance shall immediately lose their Homesite Assignment.

e) All finalized Homesite Assignment leases are transferable by Assignment. Assignee(s) must satisfy the same eligibility criteria as the HLA under Section VI. The Assignee(s) must execute an Assignment form to properly assign a homesite lease.

1. When an Assignment is being released to another party by the Assignee; advance written notification to the CRST Land Office must be made and must include information regarding the potential sale any of the removable improvements to the future/new Assignee, and both the current and future Assignees must sign and date the notification letter.
2. The CRST Land Committee and Tribal Council must approve any re-assignment prior to the Assignment or ownership of improvements actually changing hands. Supplemental application to include information regarding the meter pit and usage therein

f) In the event of divorce or probate, the Assignment shall go to the spouse who is given physical custody of the minor children. CRST Land Office shall review each homesite lease application by verifying the following items:

1. In the event of a divorce where there are no minor children involved, the Assignment shall be transferred to the spouse who is given the house in the divorce settlement.

g) In a probate proceeding, the Cheyenne River Sioux Tribal Court may distribute the leasehold interest of an established homesite lease to beneficiaries under a will or to heirs of an Estate. The Court may distribute the homesite lease to a Non-Member surviving spouse or beneficiaries, if and only if such interest is held for the benefit of the Tribal Member heirs, subject to the following restrictions:

1. In the event of the Assignee's death and the surviving spouse is not a CRST member or a member of a federally recognized tribe, he/she shall have lifetime use of the Assignment for the purpose prescribed in Section VIII (a).
2. Non-Members may lose the Assignment if they do not comply with the following:
    a. Allow Tribal members easements, right of way and access through their land(s), to other Tribal lands, should the need occur.

h) Improvements – All improvements shall be recorded with the CRST Land Office.

i) Homesite Leases may not be sold.

j) Range unit perimeter - Homesite Assignments must be located around the perimeter of the range unit or lease, and along access roads. Assignee is responsible for any costs associated with access road maintenance. The Tribe is not responsible for any costs associated with upkeep of access road maintenance.
    1. A Homesite shall not be located more than a quarter mile off the main road (BIA, State, and County).

k) Homesite perimeter – The Assignee must fence a rural Homesite Assignment with a three-wire fence within one (1) year after approval is granted. All costs associated with the installation of the three-wire fence shall be at the Assignee's expense. (Not applicable when the Assignment if located within a community or town site).

l) A maximum of two and a half (2.5) acres is allowed for each out-of-town Homesite Assignment;

m) A maximum of two (2) lots is allowed for each homesite that is located within a community.

n) Vehicles –
    1. No more than one (1) non-running vehicle may be parked on a Homesite Assignment. Non-running vehicles may not be parked or kept outside the acreage assigned for the homesite. In the event, there is more than one (1) non-running vehicle on or around the Homesite Assignment, the Assignee will be notified, by letter, to remove the vehicles within thirty (30) days; and failure to do so will result in the vehicles being removed and the Assignee billed for the expense, and/or will result in the revocation of the Homesite Assignment.

o) Solid waste – It is the Assignee's responsibility to keep the Homesite Assignment clean and free of trash and other debris. Trash pits and burning of trash is prohibited. Hazardous materials and chemicals must be stored and/or disposed of properly. Placing out-houses near creeks, rivers, and streams are strictly prohibited. Tribal and Federal sanitation regulations must be adhered to at all times. Penalties may be assessed according to all applicable Tribal ordinances and Federal law.
    1. Littering – An Assignee is guilty of littering if: (a) They throw, dump, place or deposit upon the land of another or any Tribal or public property, or highway, street or other area not their own, without the consent of the owner or other lawful permission, any garbage, debris, junk, carcasses, trash, refuse or there substances of any nature whatsoever which would mar the appearance or detract from the cleanliness of the area; or (b) They store, keep or allow to accumulate any wrecked, junked unserviceable vehicles, appliances, or implements within the boundaries of a city, town, or community.

p) Livestock/Agriculture – The Assignee is prohibited from utilizing their Homesite Assignment for any agricultural purposes, which includes housing livestock.

q) Right of way – Homesite Assignees must allow Right-of-ways/access on the boundary or perimeter of the homesite, for roads, utility lines, etc. If Assignments are made, side by side, then the easements/right-of-way(s) and access shall be on the center boundary of the Assignments, if feasible.

IX. Compliance – Inspection

The CRST Land Office and its Compliance Officer shall retain the right to enter all Assignments for the purposes of compliance checks. These compliance/inspections checks shall be conducted at a minimum, on an annual basis.

X. Violations

a) Any violation of this Ordinance by the Assignee will be addressed by the CRST Land Office. The Land Office will issue a written notice of the violation, which will be sent by Certified Mail, Return Receipt Requested, to the Assignee. The notice of violations shall describe the violation or violations and inform the Assignee that:

1. The Assignee must to cure the violation or violations within thirty (30) days or within such shorter period of time as may be established by the CRST Land Office, dependent upon the seriousness and the violation or violations.
2. If the Assignee does not cure the violation or violations within the time allotted in the notice. and if the violations constitute a nuisance or serious nuisance, as defined in this Ordinance, and if the CRST Land Office determines that it can and must cure violation or violations, without further delay, to protect the Homesite, prevent waste, or protect the health or welfare of the public. the CRST Land Office may enter upon the premises, without further notice, cure the violations, and assess the cost of such cure to the Homesite Assignee. Nonpayment of the costs of cure shall constitute grounds for revocation of a Homesite Assignment.
3. Serious or repeated instances of violations may lead to the revocation of the homesite lease.

b) Violations include, but are not limited to, the following:

1. Abandonment of the Homesite Assignment by the Assignee.
2. Homesite Assignment used for non-residency purpose, such as a store-front business.
3. Easement/permits: shall be properly secured and all paperwork completed prior to the installation or construction of service lines to the Homesite Assignment; this includes, but is not limited to water, electrical and telephone lines.
4. Any Homesite Assignments used for any unlawful purpose or is used in violation of any Tribal ordinance, resolution of order or orders of the Tribal Council or Tribal Court.
5. Sale of a Homesite Assignment.
6. Improper transfer of the Homesite Assignment.
7. Failure to fence the perimeter of a rural Homesite Assignment within one (1) year.
8. More than one (1) non-running vehicle parked on a Homesite Assignment.
9. Littering and/or Solid Waste on the Homesite Assignment.
10. Livestock being kept on the Homesite Assignment.
11. Blocking or not allowing right-of-ways or access on the boundary or perimeter of the Homesite Assignment.

12. Denying access to the CRST Land Office and/or its Compliance Officer the right to enter the Homesite Assignment for the purposes of compliance checks or inspections.
13. Non-compliance with all applicable Tribal and Federal laws regarding sex offender registration.
14. Nuisance as is defined in this Ordinance.
15. Serious nuisance as defined in this Ordinance.
16. Nonpayment of costs assessed for cures made by the CRST Land Office pursuant to Section X(a) of this Ordinance.
17. Any other violation of this Ordinance.
18. Violations of reasonable regulations adopted by the CRST Land Office, provided the Assignee received reasonable notice of regulations.

XI. Modification

a) A finalized homesite lease can be modified at the written request of the Assignee, which shall be limited to change in marital status or change in the Assignee's name due to marriage or census record. The CRST Land Office Director shall have authority to approve requests for modification.
b) The requested modification must be accompanied by a copy of the marriage license, court order, etc. dependent on the nature of request.

XII. Relinquishment of Homesite Assignment

a) The Assignee may surrender or renounce his/her interest in a Homesite Assignment lease by signing a relinquishment form provided by the CRST Land Office.
b) The Assignee shall submit such relinquishment form to the CRST Land Office.
c) The CRST Land Office Director shall have authority to grant all requests for relinquishment.
d) The CRST Land Office will forward copies of all relinquishment forms to the BIA, Agency Superintendent.

XIII. Revocation of Homesite Lease

Should a Homesite Assignment become eligible for revocation. The following is the procedure for revocation:

a) Serious or repeated violations shall be grounds for revocation of the Homesite Assignment.
b) If the Assignee has committed serious or repeated violations. and the Assignee has not cured one or more of the violations, after notice and an opportunity to do so, the CRST Land Office shall issue a notification of revocation, via Certified Mail, Return Receipt Requested, to the Assignee. The notification of revocation shall include:
    1. A statement of all grounds for revocation of the Homesite Assignment;
    2. Notice that the notification of revocation will be submitted to the CRST Land Committee for a hearing at which the committee will review and consider the notification of revocation, the grounds for revocation, and all evidence presented in support of and against the grounds for revocation;

3. The date, time, and place of the CRST Land Committee meeting at which the notification of revocation will be reviewed and considered; and
4. Notice that the Assignee has the opportunity and right to be heard at the CRST Land Committee hearing and the right to present evidence and argument in response to the notification of revocation. The Assignee may be represented by an attorney or lay advocate at the CRST Land Committee hearing at the Assignee's own expense.

c) The CRST Land Office Director shall submit the notification of revocation to the CRST Land Committee.

d) The CRST Land Committee will conduct a hearing on the notification of revocation. The Assignee shall have the opportunity and right to be heard at the CRST Land Committee hearing and the right to present evidence and argument in response to the notification of revocation. The Assignee may be represented by an attorney or lay advocate at the CRST Land Committee hearing, at the Assignee's own expense. Following the hearing, the CRST Land Committee shall make a recommendation concerning the notification of revocation. At the next regular session of the Tribal Council, the CRST Land Committee shall present a resolution to the Tribal Council, to rescind the resolution allocating the Assignment.

e) The CRST Land Committee shall issue a notice, via Certified Mail, Return Receipt Requested, to the Assignee informing the Assignee of the recommendation of the CRST Land Committee and of the Committee's intent to present its recommendation to the Tribal Council at the next regular session of the Tribal Council. The notice shall contain:
   1. statement of all grounds for revocation of the Homesite Assignment that the CRST Land Committee has found substantiated by the evidence;
   2. The date, time, and place of the Tribal Council meeting at which the recommendation of the CRST Land Committee will be reviewed and considered; and
   3. Notice that the Assignee has the opportunity and right to be heard at the Tribal Council meeting at which the recommendation of the CRST Land Committee will be reviewed and considered. The Assignee may be represented by an attorney or lay advocate at the CRST Tribal Council meeting, at the Assignee's own expense.

f) The Tribal Council may enact a resolution to revoke the Homesite Assignment if it finds merit to the grounds asserted for revocation.

g) The decision of the Tribal Council shall be final and shall not be subject to judicial review in the Courts of the Cheyenne River Sioux Tribe or any other court or tribunal.

h) If the Tribal Council revokes the Homesite Assignment, a letter of revocation and notice to vacate shall be issued to the Assignee, via Certified Mail, Return Receipt Requested. The notice shall provide the Assignee (and all occupants of Homesite) with thirty (30) days to vacate the premises and to cause all removable improvements owned by the Assignee upon the lands covered by this Assignment to be removed or disposed of by the Assignee in the allotted time.

i) Should the Assignee (and other occupants of the Homesite) fail to vacate the premises within the time allotted in the letter of revocation and notice to vacate, the CRST Land

Office and the CRST Law Enforcement Department shall have authority to remove the Assignee (and other occupants of the Homesite) from the premises.

j) Should the Assignee fail to remove or dispose of removable improvements within the specified time, the Tribe shall consider the improvements abandoned and the CRST Land Office and/or other Tribal Departments and Officials will remove and/or dispose of the improvements as they see fit. With the costs for removal being billed to the Assignee.

k) The CRST Land Office will forward copies of all relinquishment forms to the BIA, Agency Superintendent.

XIV. No Waiver of Sovereign Immunity or Private Right of Action

Nothing in this Ordinance shall be construed as a waiver of the sovereign immunity of the Cheyenne River Sioux Tribe or its departments, agencies, officials, employees, or agents. There shall be no private right of action under this Ordinance by any person or entity against the Cheyenne River Sioux Tribe, its departments, agencies, or officials acting in their official capacities. There shall be no private right of action by any person or entity against any officers, employees, or agents of the Cheyenne River Sioux Tribe in their individual capacities for good faith conduct under this Ordinance.

XV. Effective Date

This Ordinance shall take effect on **September 11, 2019** and shall govern all cases pending in Tribal Court on that date unless the Court finds that manifest injustice would result from immediate application of this Ordinance to a pending case. No such exceptions shall apply to cases initiated on or after **September 11, 2019**.

XVI. Certification

I, the undersigned, as Secretary of the Cheyenne River Sioux Tribe, certify that the Tribal Council is composed of fifteen (15) members of whom 11, constituting a quorum, were present at a meeting duly and specially called, noticed, convened and held this 10th day of September, 2019, Special Session; and that the foregoing **ORDINANCE NO 81. Cheyenne River Sioux Tribe Tribal Homesite Ordinance** was duly adopted at such meeting by a roll call vote of 6 yes, 2 no, 1 not voting (Vice-Chairwoman), 3 abstaining, and 3 absent.

Ev Ann White Feather, Secretary
Cheyenne River Sioux Tribe

Land and Natural Resource Office

221 H. Street ~ PO Box 590
Eagle Butte, SD 57625-0590

Phone (605) 964 – 8961 ~ Email: land.crst@gmail.com

Tribal Home Site Application

I / We, the undersigned, enrolled member(s) of the **Cheyenne River Sioux Tribe** do hereby submit this application for an assignment of Tribal land to be used as a home site:

Date: _____

Name: _____ Enrollment #: _____

Name: _____ Enrollment #: _____

Telephone Number: _____ Email Address: _____

Mailing Address: _____

Physical Address: _____

****

Description of land requested: _____

Section _____, Township _____ North, Range _____ East, Tribal Tract No. _____

Nearest Landmark: _____

****

If granted the assignment, I request that the land assigned to me and all improvements thereon, in the event of my death, be reassigned to:

Name: _____ Enrollment #: _____

Telephone Number: _____ Message Number: _____

Mailing Address: _____

****

I/We, the undersigned, do hereby understand and agree to abide by requirements and regulations of the CRST Homesite Ordinance #81, of which I have received a copy. I/We understand that failure to do so may result in the cancellation of my home site, and further, may render me/us ineligible to receive a Tribal Home Site Assignment in the future.

_____ _____

Applicant Date Applicant Date

MNICOUJOU ITAZIPCO

SIHA SAPA OOHENUMPA

Land & Natural Resource Office

221 H Street ~ PO Box 590
Eagle Butte, SD 57625

Ph. 605-964-8961 **Email:** land.crst@gmail.com

Feasibility Form for Utility Companies

(Use when applying for a Tribal Land Assignment)

Name: _____ Date:_____

Mailing Address: _____ Phone No.: _____

is currently in the process of applying for a Tribal land assignment; this form is required to be furnished to the following utility companies to determine whether services can be provided to the proposed home site. The legal description is as follows:

_____

Section _____, Township _____ North, Range _____ East, Tribal Tract No. _____

Nearest Landmark: _____

REMINDER TO HOME SITE APPLICANT:

- Aerial Photo with legal description must be attached to this form.
- You must also complete the necessary paperwork with the utility companies that will be provided to you by the company itself.
- Land Assignment application will only be processed when this form is **completed, signed and returned** to: CRST Land & Natural Resource Office.

THIS IS NOT AN EASEMENT FORM!!!
Easements are to be completed after you have been allocated the site.

Tri-County Water Association	**City of Eagle Butte**	**Dupree City Water**
ATTN: Leo A. Fischer	ATTN: Jeannie Walters	ATTN: Ray Lenk / Maurice Lemke
PO Box 490 ~ Eagle Butte, SD 57625	PO Box 150 ~ Eagle Butte, SD 57625	PO Box 276 ~ Dupree, SD 57623
605-964-7760	605-964-8783	605-365-5181

Can Water Services be provided to the above location? **YES** ___ **NO** ___

Other comments, etc:

_____

_____

_____

Utility Service Associate **Date**

Indian Health Service

Service Line Request, Sanitation Facilities
PO Box 1012 ~ Eagle Butte, SD 57625
Fax: (605) 964-1161

ATTN: Lyman Colliflower,
Field Engineer
Phone: 605-964-0630

ATTN: Alden Domingo,
Field Engineer
Phone: 605-845-7254

Can Sewer Services be provided to the above location? **YES** ___ **NO** ___

Other comments, etc:

_____

_____

_____
Utility Service Associate **Date**

Moreau Grand Electric Cooperative, Inc.
ATTN: Hunter Smith, Staking Engineer
PO Box 8 ~ Timber Lake, SD 57656
605-964-2977

West River Electric
ATTN: Lane Butter
PO Box 412 ~ Wall, SD 57790
605-279-2135

Can Electrical Services be provided to the above location? **YES** ___ **NO** ___

Other comments, etc:

_____

_____

_____
Utility Service Associate **Date**

CR Telephone Authority
ATTN: Charles Fischer, General Manager
Kenneth White Eyes, Central Office Supervisor
PO Box 810 ~ Eagle Butte, SD 57625
605-964-2600

Golden West Telecommunications
ATTN: Carrie Schell
PO Box 411 ~ Wall, SD 57790
1-855-888-7777 Ex. 1245

Can Telephone Services be provided to the above location? **YES** ___ **NO** ___

Other comments, etc:

_____

_____

_____
Utility Service Associate **Date**

C.R.S.T.: Department of Transportation

Service Line Request, Right of Way, Approach

ATTN: Dakota Longbrake, Director
PO Box 590 ~ Eagle Butte, SD 57625
Phone: 605-964-6960

Can Road Access be provided to the above location? **YES** ___ **NO** ___

Other comments, etc:

_____

_____

_____

Utility Service Associate **Date**

PLEASE CALL 811 BEFORE YOU DIG!

Not only is it required, it's the Law!

Know what's below… there may be more than roots underground. All sorts of utility lines, pipes and cables could be buried on your property. Shallow digging such as planting a bush or installing a fence can result in service interruptions to you and your neighborhood. To avoid costly damages, call at least two (2) days before digging. The affected local utility companies will send a locator to your property, free of charge. Thank You ☺