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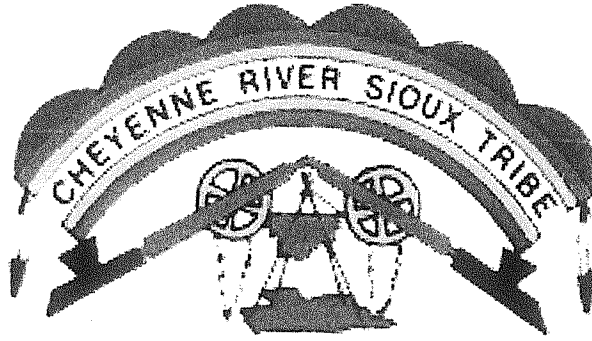
TRIBAL MEMORANDUM

DATE : 5/20/14
TO : SUPERINTENDENT, Cheyenne River Agency
FROM : Ev Ann White Feather, Tribal Secretary *Ev Ann White Feather*
SUBJECT : Ordinance 71 – Grazing

Transmitted herewith is one (1) original copy of the final approved Ordinance 71 – Grazing which was duly adopted by the Cheyenne River Sioux Tribal Council during its Special Session held on August 28, 2013

- Cc: Chairman
Treasurer
Administrative Officer
Tribal Comptroller
Central Records
Land Committee Chairman
Tribal Land Office
Legal Department
Committee Secretary
District Officers (6)
File/2

The blue represent the thunder clouds 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 the 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 the all the other Indian Nations. The yellow hoops represent the Sacred Hoop, which shall not be broken. The Sacred Calf Pipe Bundle in red represents Wakan Tanka - The Great Mystery. All the colors of the Lakota are visible. The red, yellow, blue, white, and black.



Cheyenne River Sioux Tribe

Ordinance 71 Grazing

This ordinance is enacted to establish permanent laws for the regulations of grazing permits and other related matters. The Tribe hereby determines that sustained yield management can be most effectively administered under a grazing permit system and that such administration of grazing privileges should be in a matter that mutually benefits both Tribal Member livestock operators and landowners. The Tribe encourages Tribal members to be actively engaged in agricultural business. This title is to be interpreted in accordance with those determinations and in conjunction with the Cheyenne River Sioux Tribe's Agricultural Resource Management Plan upon its implementation.

The Tribal Council shall have the authority to review the applications and qualifications of all participants in the grazing permit system, and further shall have the authority to disallow the award of any grazing, haying or leasing privileges allocated pursuant to this ordinance.

Cheyenne River Sioux Tribe

Ordinance 71 Grazing

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I. Definitions

The following definitions shall apply throughout this ordinance unless the plain meaning and context shows a different meaning.

1. **Agricultural Products** means:
 - a) **Crops** grown under cultivated conditions whether used for personal consumption, subsistence, or sold for commercial benefit;
 - b) **Domestic livestock**, including cattle, sheep, goats, horses, buffalo or any other animal that receives the majority of its sustenance from grazing, without regarding for the end use of said animals;
 - c) **Forage, hay or other items** grown or harvested for the feeding of livestock or used for other purposes;
 - d) **Other marketable or traditionally used materials** authorized for removal from Tribal Lands.
2. **Agricultural Resource Management Plan** means a ten (10) year plan to be developed by the Tribal Council specifying the Tribal management goals and objectives.
3. **Allocation of Grazing Privileges** means the awarding of the grazing permit by the Tribe in accordance with this title.
4. **Animal Unit** means a definitive number of livestock derived from the stocking rates used in conjunction with carrying capacity;
 - a) Beef or Buffalo Cow/Calf pair 1.0 AU
 - b) Beef or Buffalo Bull 1.0 AU
 - c) Mare/Colt Pair 1.5 AU
 - d) Mature Horse 1.5 AU
 - e) Yearling Horse/Pony/Cattle/Buffalo .75 AU
 - f) Sheep/Goat .25 AU
 - g) Llama .50 AU
5. **Animal Unit Month (AUM)** means the amount of forage required to sustain one Animal Unit (AU) for one month.
6. **Annual Carrying Capacity** means the total number of animal units for a twelve month period.
7. **Applicant(s)** means any person(s) or other entity, including corporations applying to the Tribe for a grazing permit.
8. **Application**, the form or document on which such a request is made.
9. **Application Fee** means a non-refundable filing fee of \$1.00 per AU of range unit applied for, per application.
10. **Approving/Approval** means the act taken to approve pasture authorization/permits.
11. **B.I.A.** means the Bureau of Indian Affairs.
12. **Bond** means security for the performance of certain permit obligations, as furnished by the permittee, or a guaranty of such performance as furnished by a third party surety.
13. **Boundary** means the fence line that separates grazing allocations from other properties or right of ways.
14. **Carry Capacity** means the maximum sustainable number of livestock that may be grazed on a range unit for one calendar year and is expressed in Animal Units (AU's).
15. **Conservation Plan** means a statement of management objectives for grazing; including contract stipulations defining required use, operation and improvements. The Bureau of Indian Affairs, Land Operations, will provide technical assistance to permittees in development of this plan.

16. **Conservation Practice** means a management action to protect, conserve, utilize and maintain the sustained yield productivity of Tribal Lands.
17. **Cooperative Management Agreement** means a signed written agreement between the joint permittees that defines the responsibilities related to the management of the range unit.
18. **Council** means the Tribal Council of the Cheyenne River Sioux Tribe.
19. **Day** means one calendar day.
20. **Due Date** means the date on which all grazing fees are due on or before November 1st (between 8am to 5pm) of each year for Tribal Land.
21. **Execution fee** means a charge of 2% of the annual rental /grazing fees shall be charged on all grazing permits payable to the B.I.A.
22. **Family** means the permittee(s) and his or her immediate family; spouse, children, brother(s), sister(s), mother, father, grandparents, grandchildren, aunts, uncles, nieces and nephews.
23. **Fence** means a constructed barrier.
24. **Grazing Fees** a charge assessed to the permittee(s) of the permit allocated by the Tribe.
25. **Grazing Permit** means the official written permission to graze livestock granted by the Tribe and administered by the B.I.A. for a specified period on a defined tract or tracts of land.
26. **Grazing Privilege** means privileges granted by individual landowners and the Tribe to use allotted and/or Tribal Lands for the purpose of grazing livestock in accordance with accepted management planning and practice.
27. **Grazing Rental Payments** means the total of the grazing rental rate multiplied by the number of AUMs or acres in the permit.
28. **Grazing Rental Rate** means the amount set by the Tribe for the Tribal Land and B.I.A. on Allotted Lands.
29. **Hay Permit** means the official document issued that will allow hay cutting in accordance with the range unit management plan.
30. **Homesite Assignment** means tract(s) of Tribal Land assigned to individual members for the purpose of establishing a private residence.
31. **Indian Agricultural Land** means Indian land that is used for the production of agricultural products.
32. **Indian Livestock Cooperative Association** means a cooperative that is organized under Ordinance No. 39 of the Cheyenne River Sioux Tribe.
33. **Indian Land** means any parcel of land in which an Indian or Tribe owns an interest.
34. **Indian Landowner** any person(s) that owns any interest in surface estate.
35. **Interest** means an ownership right to the surface estate of Indian land that is unlimited or uncertain.
36. **Joint Permit** means a grazing permit allocated or modified to include more than one person or entity.
37. **Minor** means an individual who is less than 18 years of age.
38. **Mortgage** means a deed of trust or other instrument that pledges permittees assets as security for a debt.
39. **Non Compos Mentis** means a person who has been legally determined by a court of competent jurisdiction to be of unsound mind or incapable of managing his or her own affairs.
40. **Non-Member** means any person who is not a member of the Cheyenne River Sioux Tribe.
41. **Non-Resident Livestock** means livestock owned by an individual and/or entity who does not reside within the exterior boundaries of the Cheyenne River Reservation.
41. **On and Off Lands** means lands not covered by the Grazing Permit, but owned or controlled by the permittees that can be grazed in common with permitted lands as part of the Range Unit.

42. **Original Permittee(s)** means the permittee(s) that held the range unit during the 2008-2013 grazing period.
43. **Outside Cattle Fee** is a fee that is assessed set by Tribal Council to Non-Member livestock owners requesting a pasture authorization.
44. **Pasture Authorization** Is a modification to the permit that allows a third party to graze a specified number of livestock for a specified period of time
45. **Penalty Fee** means a 5% fee (based on the amount past due) per month that will be charged on bills between one (1) day and thirty (30) days delinquent.
46. **Permit** means a written agreement between Indian landowners and a permittee whereby the permittee(s) is granted a revocable privilege to use Indian land or Government land for a specific purpose.
47. **Permit Period** means the designated period for which the permit is valid.
48. **Permittee(s)** means a Tribal Member(s) or entity that has acquired a legal right of possession to Indian land by a permit for purpose under this title.
49. **Range Improvements** means any structure or excavation that improves management of the range unit, or livestock.
 - a) Removable Improvements: Fences, corrals, buildings, pumping equipment, etc.
 - b) Permanent Improvements: Dams, wells, waterlines, septic tanks, etc.
50. **Range Unit** means a specific tract(s) of Indian land suitable for grazing and sustaining agricultural production that have been determined to be a unit for the purpose of issuing a grazing permit.
51. **Resident** means 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 and shall apply to applicants, permittee(s) and joint permittee(s). Individuals meeting the following criteria are considered to be residents as well.
 - a) **Hospitalization**: must be admitted and/or confined to a hospital;
 - b) **Education**: must be enrolled full-time in a college or vocational institute;
 - c) **Armed Forces**: must be enlisted in and on active duty;
 - d) **Employment**: shall be less than six (6) months in order to maintain residency requirements.
52. **Seasonal Grazing** means grazing restricted to and authorized for a particular season.
53. **Secondary Permittee(s)** means individual(s) that are added onto the Grazing Permit after the initial Allocation.
54. **Stocking Rate** means the number of acres it takes to provide forage for one animal unit (AU) based on available AUMs.
55. **Surety Bond** shall mean an amount equal to the annual rental fees.
56. **Sustained Yield** means the agricultural production a unit of land can produce continuously at a given level of use.
57. **Trespass** means any unauthorized occupancy, use of or action on Indian agricultural lands.
58. **Tribal Land** means any land in which the Cheyenne River Sioux Tribe owns an interest.
59. **Tribal Member(s)** means any person(s) enrolled as a member of the Cheyenne River Sioux Tribe.
60. **Tribe** means the Cheyenne River Sioux Tribe.

II. Allocation of Grazing Privileges:

1. Indian Livestock Cooperative Associations in existence at the passage of this ordinance shall receive preference for allocations of grazing privileges held during the 2013-2018 grazing period.
2. Permittee(s) owning 50% of the stock of the carrying capacity of the range unit they currently hold will be re-allocated that range unit. 50% is required to hold a range unit throughout the entire grazing period (2008-2013).
3. Permittee(s) not owning 50% of the stock of the carrying capacity of the range unit during the 2008-2013 grazing period will be required to apply as well as other eligible applicant(s).
4. Eligible Person(s) or Entities and preference:
 - a) Indian Livestock Cooperatives Associations, as defined above, making application for allocation of grazing privileges will be given first preference over all other applicant(s), provided they are in compliance with Ordinance 39 and eligibility requirements.
 - b) The applicant must be a Tribal member who is 18 years of age or older and must be a resident of the Cheyenne River Reservation.
 - c) Individual(s) who are currently delinquent to the Tribe or B.I.A. for any associated fees with range unit(s) shall not be eligible to receive an allocation.
 - d) Any individuals delinquent on grazing fees shall be required to post a bond equal to the amount of allotted lease and 10% of the Tribal Lease due.
 - e) Eligibility requirements become a part of the permit obligations and must be maintained for the period covered by the permit.
 - f) All applicants open/automatic are required to have a complete application by the application deadline. Applicant must have application fee attached.
 - g) In the event one or more current joint permittees apply for the currently held range unit separately, the range unit will automatically be placed in the open allocation regardless of fifty percent.
 - h) In the event one of the current joint permittees refuses to sign the application, the range unit will be placed in the open allocation and all parties will be notified via telephone and certified mail.
 - i) In the event of a joint permit, the total annual carrying capacity shall be counted towards the maximum 400 AUMs per individual.
 - j) Any individuals that have had a permit/lease cancelled will not be eligible for automatic allocation.
 - k) All allotted lands that the permittee(s) owns and has included in the range unit shall remain under that range unit-grazing permit for the five (5) year permit period. In the event the permittee(s) exceed(s) the 400 AU limit, the range unit will be cancelled and advertised for bids. However, the permittee can withdraw lands he/she own within the range unit in order to come into compliance with the 400 AU limited, providing the permittee(s) agrees to fence the lands to be withdrawn (fence must meet NRCS standards). The permittee(s) must fence the lands withdrawn within 180 days.
 - l) Or must have proof of application for a brand and the application is pending.
5. Open Allocation;
 - a) Indian Livestock Cooperative Associations in existence at the passage of this ordinance will receive first preference for allocations of grazing privileges held during the grazing period. The Indian Livestock Cooperative Associations must be in compliance with Ordinance 39 and eligibility requirements.

- b) Eligible Person(s) or Entities; (Where two or more applicants both applying for the same range unit, the following may be taken into consideration)
 - Total percentage of carrying capacity of range unit(s) applying for.
 - Location of range unit in relation to current residence
(It is the responsibility of applicant(s) to submit documentation, i.e. Title Status Report, Map, etc).
 - Permittee(s) who own a home or land within a range unit (it is the responsibility of applicant(s) to submit documentation, i.e. Title Status Report, Map, etc).
- c) Incomplete applications will not be considered and will be returned to the applicant. Application fee is non-refundable.
- d) Permittee(s) who are allocated a range unit under open allocation must increase their livestock ownership carrying capacity no less that 10% each year as shown below:
 - i. End of year one (1) at least 10% of carrying capacity owned;
 - ii. End of year two (2) at least 20% of carrying capacity owned;
 - iii. End of year three (3) at least 30% of carrying capacity owned;
 - iv. End of year four (4) at least 40% of carrying capacity owned; and
 - v. End of year five (5) at least 50% of carrying capacity owned
- e) On years of drought the Tribe may lower the 50% carrying capacity.

III. Residency

1. 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 and shall apply to applicants, permittee(s) and joint permittee(s). Individuals meeting the following criteria are considered to be residents as well.
 - a) **Hospitalization:** must be admitted and/or confined to a hospital;
 - b) **Education:** must be enrolled full-time in a college or vocational institute;
 - c) **Armed Forces:** must be enlisted in and on active duty;
 - d) **Employment:** shall be less than six (6) months in order to maintain residency requirements.

IV. Joint Permits

1. Prior to allocation:
 - a) Tribal members may apply for any Tribal range unit jointly. When more than one (1) applicant applies for any Tribal range unit, the applicant(s) will sign a cooperative management agreement.
 - b) In the event the joint permittee(s) apply for the range unit separately, no preference will be given during the allocation process.
2. During the grazing period:
 - A joint permit may be issued after the initial allocation, provided they meet all eligibility requirements, and the cooperative management agreement is completed and submitted along with the joint permit application.
 - Joint permits approved shall remain in effect until the end of the current permit period unless agreed to by all original permittee(s).
 - In the event joint permittee(s) are added to the range unit and the original permittee(s) submits a notice to withdraw his/her name from the grazing permit during the current permit period then the range unit shall be cancelled and advertised for allocation.

IV. Cancellations

1. Permits for grazing privileges which are cancelled pursuant to provisions provided in this ordinance during the permit period shall be advertised for re-allocation by the Tribe for no less than fourteen (14) calendar days according to the preference outlined in this ordinance. Application(s) for allocations shall be submitted to the Tribal Land & Natural Resource Office.

V. Advertisement of Unallocated Range Units for Grazing Privileges

1. The B.I.A. will solicit competitive bids for unallocated range units after two advertisements by Tribe, when advertising unallocated range units, Tribal members will have the first opportunity to bid on the range unit. In the event of a tie, bidders shall enter into an oral auction beginning at the highest sealed bid. Bidders must be present and no proxy bidding will be honored. Advertisement shall call for sealed bids accompanied by a deposit of not less than 25% of the advertised minimum annual rental.
2. Any potential bidder with a delinquent status on payment of prior invoices issued by the Tribe or B.I.A. must be paid in full (cashier's check or money order only) prior to the opening of sealed bids. No preference shall be granted to Non-Member(s).
3. On advertised grazing privileges where the preference right is not exercised, Non-Member(s) will have the opportunity to bid on the range unit. In the event of a tie, bidders shall enter into an oral auction beginning at the highest sealed bid. Advertisement shall call for sealed bids accompanied by a deposit of not less than 25% of their advertised minimum annual rental. Bidders must be present and no proxy bidding will be honored.

VI. Council Review

1. The Council shall have the authority to review the application(s) of all participants in the grazing permit system, and further shall have the authority to disallow the award of any grazing or haying privileges pursuant to this ordinance if, acting in its sole discretion, the Council concludes that such an allocation would impede the fulfillment of this grazing ordinance.

VII. Stocking Rates and Fees

1. The Secretary of the Interior shall assign a stocking rate for each range and optimum season of use. Stocking rates and management shall be reviewed annually and recommendations made to the Secretary of the Interior. Authorized stocking rates shall not be exceeded, unless accompanied by a conservation plan, and approved in writing by the Superintendent of the Cheyenne River Agency, subject to approval of the Regional Director, in accordance with Title 25 – CFR, Part 166. Stocking rate shall be reviewed on a continuing basis and adjusted as conditions warrant. The B.I.A. Superintendent of the Cheyenne River Agency shall consult with the Land and Natural Resource Committee prior to making any final decision on proposed stocking rates, seasons of use and adjustment needs.
2. Grazing Rental Rate will be set by the Tribal Council for Tribal Land and are set by the Secretary of the Interior on Allotted Land.
 - a) The Tribe requests advance notice and consultation from the Secretary of Interior for any and all changes to the Grazing Rental Rates on Allotted lands along with written justifications.

VIII. Trust Lands Included in Range Units

1. Trust lands within the boundaries of established range units shall be included in grazing permits issued by the B.I.A. Superintendent and are included in Council allocation awards.
2. Individual Indian landowners may authorize the B.I.A. Superintendent to include their land in a range unit, by signing an authority to grant grazing privileges.
3. The stocking rate used for on-and-off lands used in conjunction with permitted lands must be the same stocking rate as the permitted lands.

IX. Trade Use Agreement(s)

Trade Use agreements between the Tribe, Permittee(s), and Land Owner agree to authorize use of fee land, trust land and tribal land adjacent to a range unit under a Permit.

- All parties give authority for the Tribal Land & Natural Resource Office and B.I.A. to enter this land in order to secure stock counts, range conditions and utilization surveys, and to insure proper use of the trust resources.
- All parties are legally bound by all contractual stipulations that are part of all grazing permits issued by the B.I.A.
- This agreement may be cancelled 180 days after written notice is received by the Superintendent and presented to the Tribal Land & Natural Resource Committee or termination of this agreement can be secured in 30 days with all parties consent.

X. Livestock Ownership Classifications

1. For the purpose of this ordinance, livestock shall be classified as follows:
 - a) Tribal member owned livestock are livestock bearing the brand of a Tribal member.
 - b) Non member owned livestock are livestock bearing the brand of a non-member.
2. Tribal member owned livestock must be branded with registered South Dakota brand in the name of the Tribal member(s) and their spouse.
3. Livestock bearing a brand registered to a Member – Non-Member (non relatives), will not be counted as Tribal member owned livestock. All parties registered on the brand must submit documentation to verify ownership of livestock.
4. Falsification of ownership shall be grounds for cancellation of the permit or immediate revocation of the pasturing authorization and will be reported to the Bureau of Indian Affairs, the Cheyenne River Law Enforcement, and the US Attorney's Office.
5. Any questions regarding the Livestock Ownership Classification, the Tribe reserves the right to summons any one or all of the following records from the livestock owner(s) **which will be kept highly confidential** and will not be part of the public record:
 - Bank/FSA mortgage/loan documents;
 - UCC documents;
 - Federal Income Tax returns (1040, Schedule F);
 - Livestock Sales documents; and
 - Livestock purchase documents.

XI. Pasture Authorizations

1. The Tribe has determined that continuous seasonal use can severely damage the natural resources; therefore the Tribal Land & Natural Resource Office and B.I.A. will implement the following on all permitted lands:
 - management plan identifying turn in dates;
 - pasturing usage;
 - monitoring system; and
 - overgrazing mitigation must be established prior to a pasture authorization approval.
2. B.I.A. may waive the seasonal adjustment rate with an approved intense grazing management plan. There must be at least (3) three pastures in a rotation systems to qualify. This must be done before each pasture authorization is approved.
3. Pasture Authorization forms shall be obtained from B.I.A. Land Operations, with the recommended stocking rate, seasons of use and other pertinent information completed.
4. The Land & Natural Resource Committee has authority to act on pasture authorizations (per Council motion approved April 8, 2004) and must recommend approval to the Superintendent prior to the permit holder allowing outside livestock onto the range unit:
 - a) Without an approved pasture authorization, livestock located on a range unit that are not included on the permit will be in trespass and subject to the trespass regulations located herein;
 - b) Livestock found in trespass will not be allowed to be included on a pasture authorization to cure the trespass violation unless all penalty fees are paid prior to issuance; and
 - c) Once approved, all pasture authorizations must be signed by the Tribal Chairman and Land & Natural Resource Director.
5. Any pasture authorizations for seasonal use shall be set according to the following seasonal adjustment rate as follows:

Duration of Grazing	Seasonal adjustment
• 3 months	1.75 of Yearlong Carrying Capacity
• 4 months	1.70 of Yearlong Carrying Capacity
• 5 months	1.60 of Yearlong Carrying Capacity
• 6 months	1.50 of Yearlong Carrying Capacity
• 7 months	1.40 of Yearlong Carrying Capacity
• 8 months	1.33 of Yearlong Carrying Capacity
• 9 months	1.25 of Yearlong Carrying Capacity
• 10 months	1.12 of Yearlong Carrying Capacity
6. The Land & Natural Resource Committee shall annually set a fee, subject to Council approval, for the forage purchased by non-members under a pasture authorization. The fees will be assessed as follows:
 - a) Tribal member owned livestock are not subject to livestock fees.
 - b) Non-member livestock owner shall pay fees to the Tribe.
7. Non-resident owned livestock are required to produce health certification prior to approval of any pasture authorizations and prior to them entering the Reservation.
8. Tribal Penalty Fines for trespass will be calculated as follows:

- a) Fee/day/AU until the trespass has been cured. (The fee will be established by Tribal Council with a minimum of \$1.00/day/AU.) Payment must be paid in full to the Tribe before a pasture authorization will be issued and approved.

XII. Violations

1. Violations of the grazing permit, which shall be cause for cancellation of the permit, are as follows:
 - a) Failure to comply with all provisions on the range unit permit.
 - b) Failure to comply with range improvement stipulations attached to the permit.
 - c) Failure to pay Tribal or B.I.A. grazing fee, or other associated fees owed to the Tribe or B.I.A., on or before the annual due date.
 - d) Chronic abuse of established regulations, such as trespass, overstocking, and/or unauthorized hay cutting.
 - e) Falsification of ownership shall be grounds for cancellation of the permit or immediate revocation of the pasturing authorization and will be reported to the B.I.A.
 - f) Failure to allow Tribal Members to hunt within the range unit.
 - g) Range unit permittee(s) are prohibited from charging anyone to hunt on land within their grazing permit.
 - h) Falsification of residency shall be grounds for cancellation of the range unit permit.
 - i) Permittee(s) convicted of Lacey Act violations involving Tribal lands.

XIII. Trespass

1. Investigation – The Tribal Land & Natural Resource Office and B.I.A will conduct compliance checks to determine accidental, willful and/or incidental trespass on Indian Agricultural Land.
2. Notification – Within five (5) days all interested parties will receive notification from the B.I.A. of the occurrence of trespass.
3. Timeframe – The timeframe for action in each case will be set in the trespass notice.
4. Impoundment – May occur under the following circumstances:
 - a) When there is imminent danger of severe injury to growing or harvestable crop or destruction of the range forage;
 - b) When the owner or the owner's representative refuses to accept delivery of notice; and
 - c) Anytime after 5 days from receipt of notice of impoundment.
6. Penalties – The following penalties, damages and costs will be payable by trespassers on Indian agricultural land and will be assessed by B.I.A. Land Operations in concert with the Land & Natural Resource Committee:
 - a) The value of products illegally used or removed, plus penalty equal to twice their values;
 - b) Any costs associated with the damage to Trust (Tribal & Allotted) Land;
 - c) Any costs associated with curing the trespass; and
 - d) Tribal Penalty Fines for Trespass will be calculated at fee/day/AU until the trespass has been cured. (The fee will be established by Tribal Council with a minimum of \$1.00/day/AU.) Payment must be paid in full to the Tribe before a pasture authorization will be issued and approved.

XIV. Death of Permittee(s); Effect on Permit

1. No permit shall be cancelled solely because of the death of the permittee(s). The permit shall continue in the name of the decedent's estate until the estate is settled (but in no event after the permit period expires); which would require a new application whereupon:
 - a) The spouse of the decedent shall automatically be added to the grazing permit, providing the decedent's spouse is a member, if the decedent's spouse is not, then;
 - b) An eligible member child/children or grandchild/children of the decedent shall be automatically added to the grazing permit, if there are no eligible member children or grandchildren then;
 - c) It shall remain in the name of the estate until the end of the permit period.
2. When one or more joint permittee(s) dies, and one or more survives, the permit shall continue in the names of all surviving joint permittee(s) and the decedent's estate until the decedent's estate has been settled (but in no event after the permit period expires); which would require a new application whereupon;
 - a) The spouse of the decedent shall automatically be added to the grazing permit, as a joint permittee, providing the decedent's spouse is a member, if not, then;
 - b) An eligible member child/children or grandchild/children of the decedent shall automatically be added to the grazing permit, as joint permittee(s), if not, then;
 - c) The name of the estate shall remain on the permit until the end of the permit period.

XV. Determination of Non-Compos Mentis of a permittee;

1. In the event that a court finds a permittee(s) to be non-compos mentis, the permit shall be modified and the name of the legal guardian or power of attorney shall be added to the permit. Legal documentation shall be submitted to the Tribal Land & Natural Resource Office and/or B.I.A.

XVI. Fencing

1. Any person withdrawing land from a range unit shall be required to give such notice 180 days prior to the anniversary date of permit. The person withdrawing land shall be required to fence it, and fencing must be completed within the 180 days from the effective date of the land withdrawal. Fencing must meet NRCS fencing standards.
2. The permit holder of the unit from which lands are withdrawn shall have the right to enforce the statement above by appropriate civil action in Tribal Court.
3. Trust lands that have never been a part of the range unit, that is owned or controlled by Tribal member(s), and which is not fenced out of the range unit within 180 days from the allocation shall be added back into the range unit.
4. Range unit boundaries must be fenced and meet NRCS fencing standards (bordering operators must share 50/50 in fencing).
5. Permittee(s) who do not fence their share (50%) of border fences shall cause their range unit(s) to be cancelled.
6. The repair and/or new boundary fence will be shared by adjoining Indian Operators 50/50. The permittee(s) will go to the center of the adjoining fence and fix/construct fence to the permittee(s) right. In the event of disputes as to the center point, the B.I.A. Land Operations will map out the center point and identify each permittee(s) responsibility to be fixed and/or constructed.
7. New fencing at the permittee(s) expense (boundary or cross fence) shall be recorded with the B.I.A. Land Operations Office on a removable range improvement form. This record shall be retained as proof of ownership of the improvement. In the event that ownership of the fence cannot be determined, the ownership shall revert to the owner of the surface estate of the land.
8. Removal of any fencing on trust lands shall require the approval of the Tribal Land & Natural Resource Committee and Superintendent.

XVII. Improvements

1. Permittee(s) who have a grazing permit are eligible for any federal cost-share contract for improvements with NRCS (Natural Resource Conservation Service) or other federal/tribal programs.
2. NRCS Environmental Quality Incentives Program (EQIP) practices constructed on trust lands will become property of the Tribe (Tribal lands). Examples are as follows:
 - a) Livestock pipelines (underground);
 - b) Dams;
 - c) Artesian wells;
 - d) Shallow wells;
 - e) Fencing (boundary & cross fence);
 - f) Shelter belts; and
 - g) Car gates

XIX. Hay Permits and Rates – Special Rules and Regulations

1. Permits authorizing hay cutting on range units must be in accordance with Tribal and B.I.A. regulations.
2. Hay cutting in most cases, shall be limited to alternate years for a specific tract of land, unless approved by the Superintendent, except creeks, right-of-way and river bottomlands; which may be cut every year.
3. Permittee(s) shall have the first right of refusal on rights-of-way adjacent to the range unit.
4. Failure to obtain a written authorization to cut hay on Tribal land may be cause for:
 - a) A fee of \$3.00 per acre will be assessed to any range unit holder who cuts hay on Tribal land without a hay permit in place; and
 - b) Cancellation of grazing permit.
5. Hay permits will be issued based on percentage of permittee(s) livestock ownership.
6. Hay permits will not be issued to permittee(s) that do not own livestock.
7. All baled hay must be removed, stacked and fenced.

XVIII. Withdrawal of Trust Lands

1. Whenever the Council declares certain Tribal Lands necessary for economic development and/or essential public purpose, the Council shall have the right to withdraw such lands from range units.
 - a) The Tribe shall fence all Tribal Lands withdrawn and compensate the permittee(s) and/or allottee(s) for range improvements within the area removed from the range unit.
2. Landowners who withdraw their land from a range unit, with the intention of sub-leasing the land to someone other than the Range Unit Permittee(s), see Resolution No. 126-93 CR that is attached which deals with relinquishment of Tribal land.
3. If any or all allottee(s) or other land interest holders fail to fence withdrawn lands within 180 days from the effective date of the land withdrawal, then the land shall revert to their former status, as a part of the range unit.

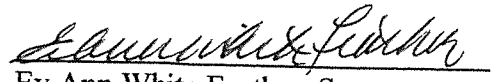
XX. Additional provisions

1. No portion of this ordinance shall be amended unless 2/3rds (ten members) of the Council shall vote to approve such changes.
2. There shall be a non-refundable filing fee of \$1.00 per AU of range unit applied for, per application, the proceeds of which shall be put towards Tribal Conservation goals and practices, as determined by the Land & Natural Resource Committee.
3. The permit period shall be for five (5) years beginning November 1st of the allocation year and ending October 31st, five (5) years later.
4. Individual minor (under 18 years of age) members who acquire livestock through 4-H achievements, YCC, FSA, FCS, or by inheritance, shall by agreement, approved by the committee and the B.I.A., run in common with their legal guardian. Such agreements must be a matter of record in the Tribal Land Office files and will be approved by the Land and Natural Resource Committee, subject to available carrying capacity.
5. All permittee(s) will be required to participate in the Tribe/State/Federal Brucellosis programs and other Tribal/State/Federal livestock disease control program, established by applicable Tribal/State/Federal law and, maintain certification of all cattle grazed under their permit as prescribed, for the control and eradication of brucellosis.
6. Home Sites. Home assignment regulations are in place and will be enforced. A copy of the home site regulations can be obtained from the Tribal Land Office.
7. Right of Ingress for Tribal members. Grazing permits shall be granted subject to the right of the members of the Tribe to hunt, fish, and gather firewood for their needs, provided such activities do not impose unreasonable burdens on permittee(s). As a courtesy to the permittee(s), and when possible, Tribal members shall inform the permittee(s) of his/her intended activities. Littering is prohibited and all gates must be closed when both entering and exiting the area.
 - a) Native Cultural/Spiritual Purposes such as hunting, fishing, gathering; i.e. fire wood, berries, medicinal plants, etc.
8. No grazing permit or hay permit shall be issued which does not specifically grant the Cheyenne River Sioux Tribe, its agents, employees and the B.I.A. Land Operations Officials the right to enter the range unit for the purpose of inspecting the premises, checking range conditions, making head counts, and any other activity associated with the enforcement of permit conditions, range improvement stipulations, or the provisions of this ordinance. As a courtesy to the operators and when possible, B.I.A. and Tribal officials should inform the operator of his/her intended activities.
9. Bills. Annual rental on Tribal land and other fees billed for, by the Cheyenne River Sioux Tribe are to be paid to the Tribal Treasurer on or before the due date. Failure to pay a Tribal or B.I.A. bill when due constitutes a violation of the permit.
10. Penalty Fee. A penalty fee of 1.5 % per month will be charged on Tribal bills between one (1) day and thirty (30) days delinquent. When a penalty is charged, it shall be computed retroactively to the original due date. This penalty shall be strictly enforced.
11. The Tribal Treasurer is authorized to institute and prosecute civil actions to collect any and all sums due and owing the Tribe under this section and to utilize the Tribal Legal Department for the purpose.
12. All land disputes will be settled in Tribal Court, excluding range unit allocations (only the Tribal Council is authorized to allocate range units).

13. The types of livestock permitted to graze on range units include:
- Cattle;
 - Horses;
 - Sheep;
 - Goats;
 - Buffalo;
 - Llamas;
 - Ponies; and
 - Hogs (hogs must be kept in a confined area).
14. Surety bonds may be required by the Tribe in certain circumstances.
15. Effective Date: This ordinance shall govern grazing permits and the allocation thereof beginning 2013-2018 and shall repeal any other Tribal laws, ordinances, resolutions or official acts inconsistent with or superseded by this ordinance.

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 28th day of August, 2013, Special Session; and that the foregoing Grazing Ordinance was duly adopted at such meeting by a roll call vote of 6 yes, 4 no, 1 abstaining and 4 absent.


Ev Ann White Feather, Secretary
Cheyenne River Sioux Tribe